

Chubb Steadfast Client Trading  
Platform (SCTP) General Public &  
Products Liability Insurance Policy

CHUBB®

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# Chubb Steadfast Client Trading Platform (SCTP) General Public & Products Liability Insurance Policy

## Important Notices

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### Duty of Disclosure

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#### *Your Duty of Disclosure*

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

#### *What you do not need to tell us*

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### *If you do not tell us something*

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### General Insurance Code of Practice

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We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [codeofpractice.com.au](http://codeofpractice.com.au) and on request. As a signatory to the Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

## Privacy Statement

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In this Statement, **We, Our** and **Us** means Chubb Insurance Australia Limited (**Chubb**).

**You** and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

### Why We collect Your Personal Information

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The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

### How We obtain Your Personal Information

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We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

### When do We disclose Your Personal Information?

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We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Your Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### Your decision to provide Your Personal Information

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In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

### Access to and correction of Your Personal Information

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Please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return it to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)  
Fax: + 61 2 9335 3467  
Address: GPO Box 4907  
Sydney NSW 2001

#### Further information request

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If You would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer  
Chubb Insurance Australia Limited  
GPO Box 4907  
Sydney NSW 2001  
+61 2 9335 3200  
[Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com)

#### How to make a complaint

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If You are not satisfied with Our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of Your relationship with Chubb and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

For more information, please read Our [Complaints and Customer Resolution](#) policy.

#### Complaints and Dispute Resolution

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We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

### **Complaints and Customer Resolution Service**

#### *Contact Details*

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065

Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

### *Process*

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

### *Our response*

We will acknowledge receipt of your complaint within one (1) business day of receiving it from you, or as soon as practicable. Following acknowledgement, within two (2) business days we will provide you with the name and relevant contact details of the CCR service team member who will be assigned to liaise with you regarding your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation at least every ten (10) business days and will make a decision in relation to your complaint in writing within thirty (30) calendar days. If we are unable to make this decision within this timeframe, we will provide you with a reason for the delay and advise of your right to take your complaint to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If your complaint falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

To the extent allowable at law, if you request copies of the information we relied on to make a decision about your complaint, we must provide it within ten (10) business days of your request. Please see the General Insurance Code of Practice 2020 ([codeofpractice.com.au](http://codeofpractice.com.au)) or contact Us for further details.

Please note that if we have resolved your complaint to your satisfaction by the end of the fifth (5th) business day after we have received it, and you have not requested that we provide you a response in writing, we are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### **External Dispute Resolution**

If you are dissatisfied with our complaint determination, or we are unable to resolve your complaint to your satisfaction within thirty (30) days, you may refer your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
P 1800 931 678 (free call)  
F +61 3 9613 6399  
E [info@afca.org.au](mailto:info@afca.org.au)  
W [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

## Policy Schedule

Title	Description
<b>Policy Number</b>	02CL036789
<b>Issuing Office</b>	Melbourne
<b>Insured</b>	Listed Members of the Kitchen and Bathroom Designers Institute of Australia Limited
<b>Insured Address</b>	c/- Sear and Associates Insurance Brokers
<b>Business</b>	(a) design, including advice in relation to design, in accordance with all relevant building, construction or engineering codes and standards; (b) drafting, technical detailing, calculation & specification; (c) project consulting including guidance and assistance with the procurement and/or supply of products for the purpose of satisfactory completion of projects in line with the design scope, but, excluding installation / construction works activities (not excluding delivery, placement or styling of furniture or décor items) (d) project consulting including guidance and assistance with the introduction and liaison of manufacturers and trades for the purpose of satisfactory completion of projects in line with the design scope, but, excluding installation or construction activities and/or the management of such appointed entities (e) training in respect of above,
<b>Period of Insurance</b>	Start: 01/07/2023
	Expiry: 01/07/2024
	Both days at 4.00PM local standard time of issuing office.
<b>Limit of Liability</b>	AUD 20,000,000 any one <b>Occurrence</b>
	AUD 20,000,000 in the aggregate in respect of <b>Products Liability</b>
<b>Premium</b>	As Agreed.
<b>Geographical Limits</b>	Anywhere in the World including <b>North America</b> , but only with respect to: <ul style="list-style-type: none"> <li>Overseas business visits by any of <b>Your</b> directors, partners, officers, executives or employees, who are non-resident in <b>North America</b>, but not where they perform manual work in <b>North America</b></li> <li><b>Products</b> exported to <b>North America</b> without <b>Your</b> knowledge.</li> </ul>
<b>Deductible</b>	AUD 500 each and every <b>Occurrence</b> except for; If more than one <b>Deductible</b> is applicable the greater <b>Deductible</b> amount will apply.

<b>Sub Limit</b>	<ul style="list-style-type: none"> <li>• AUD 500,000 each and every <b>Occurrence</b> in respect of cover provided under clause 3.16.5 Property in <b>Your</b> care, custody or control</li> <li>• AUD 100,000 each and every <b>Claim</b> and in respect of claims preparation costs.</li> </ul>
<b>Policy Wording</b>	Chubb Steadfast Client Trading Platform ('SCTP') General Public & Products Liability Insurance Policy (Chubb2-112-0222).
<b>Endorsements</b>	<p>This endorsement varies the standard terms of your <b>Policy</b>. It may expand, reduce, or impose additional conditions on your cover as set out in the standard <b>Policy</b> terms and should be read carefully.</p> <p>By way of endorsement to the <b>Policy</b>, the parties agree as follows (subject otherwise to all other terms, conditions, Limits of Liability and exclusions of the <b>Policy</b>):</p> <p>The following additional Exclusion is added to the <b>Policy</b>.</p> <p><b>We do not cover any liability arising out of or in any way connected with Data Risk or Cyber Liability.</b></p> <p>For the purposes of this Exclusion the following Definitions apply:</p> <p><b>Computer System</b> means</p> <p>any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.</p> <p><b>Cyber Liability</b> means</p> <ul style="list-style-type: none"> <li>a) unauthorised access or access by <b>Malware</b> to</li> <li>b) the presence of <b>Malware</b> on</li> <li>c) the spread of <b>Malware</b> by</li> <li>d) the unauthorised use of</li> <li>e) the malicious use of</li> <li>f) malicious interference with or any distributed denial of service attack against</li> </ul> <p>any <b>Computer System</b>:</p> <ul style="list-style-type: none"> <li>i) owned, operated, controlled, leased or used; or</li> <li>ii) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed</li> </ul> <p>by, on behalf of, or for the benefit of the <b>Insured</b>.</p>



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**Data** means

any corporate or personal information in any format, including records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the **Insured**.

**Data Risk** means

the modification, corruption, loss, destruction, theft, collection, misuse, extortion of, illegitimate or unauthorized access, restricted or inability to access, or unlawful or unauthorised processing or disclosure of **Data** including where arising from the loss, damage, destruction or theft of any computer, electronic device, hardware or component thereof which contains **Data**.

**Malware** means

software, programs, files, content or instructions of a malicious nature including malicious code, ransomware, cryptoware, viruses, trojans, worms, zero day attacks, logic or time bombs which may disrupt, harm, destroy, impede access to or in any way corrupt the functioning or operation of or **Data** within any software or **Computer System**.

In all other respects this **Policy** remains unaltered.

This endorsement varies the standard terms of your **Policy**. It may expand, reduce, or impose additional conditions on your cover as set out in the standard **Policy** terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, Limits of Liability and exclusions of the **Policy**):

The following Additional Exclusion will apply to this **Policy**.

**Total Communicable Disease Exclusion**

**We** do not cover any liability directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by **Communicable Disease**.

This exclusion applies even if the claims against any **Named Insured** allege negligence or other wrongdoing in the:

- a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **Communicable Disease**
  - b) Testing for a **Communicable Disease**;
  - c) Failure to prevent the spread of a **Communicable Disease**; or
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d) Failure to report a **Communicable Disease** to authorities.

For the purpose of this Exclusion only, **Communicable Disease** means:  
any infectious disease, including any virus, bacteria, microorganism, or pathogen  
that actually or allegedly induces or are capable of inducing physical distress,  
illness or disease.

In all other respects this **Policy** remains unaltered.

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## 1. Definitions - words with special meaning

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

1.1 **Act of Terrorism** means:

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

1.2 **Advertising Injury** means:

Injury arising out of:

1.2.1 defamation, or

1.2.2 any breach of the misleading or deceptive conduct provisions of the Trade Practices Act 1974 (Commonwealth) or Schedule 2 to the Competition and Consumer Act 2010 (the Australian Consumer Law) or any Fair Trading or similar legislation of any Country, State or Territory; or

1.2.3 any infringement of copyright or passing off of title or slogan; or

1.2.4 unfair competition, piracy, misappropriation of advertising ideas or style of doing business; or

1.2.5 invasion of privacy;

committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity article, broadcast or telecast and caused by or arising out of **Your** advertising activities.

1.3 **Aircraft** means:

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

1.4 **Business** means:

the business as described in **the Schedule** and/or as further described in any more specific underwriting information provided to **Us**, at the time when this insurance was proposed to **Us** or at the time of any renewal of this Policy, and shall also include:

1.4.1 any prior operations or activities which have ceased or have been disposed of but for which **You** may retain a legal liability.

1.4.2 the ownership of premises and/or the tenancy thereof by **You**.

1.4.3 participation in any exhibition by **You** or on **Your** behalf.

1.4.4 the hire or loan of plant and/or equipment to other parties.

1.4.5 conducted tours of **Your** premises.

1.4.6 the provision of any sponsorships, charities, galas, first aid, medical, ambulance or fire fighting services by **You** or on **Your** behalf.

1.4.7 private work undertaken by **Your** employees for any of **Your** directors, partners, proprietors, officers or executives.

1.4.8 the provision and/or management of any canteen, social and/or sporting clubs or educational, welfare and/or child care facilities by **You** or on **Your** behalf, which are primarily for the benefit of **Your** employees.

- 1.5 **Compensation** means:  
monies paid or agreed to be paid by judgment, award or settlement in respect of **Personal Injury** and/or **Property Damage** and/or **Advertising Injury**. Provided that such **Compensation** is only payable in respect of an **Occurrence** to which this insurance applies.
- 1.6 **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 instruction for such equipment.
- 1.7 **Employment Practices** means:  
any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of **Your** employees.
- 1.8 **Deductible** means:  
the amount of each claim or series of claims arising out of any one **Occurrence** for which **You** are responsible. The **Deductible** applicable to this insurance appears in **the Schedule**.
- The **Deductible** applies to all amounts for which **We** will be liable, including the indemnity provided by Insuring Clause 2.2 (Defence Costs and Supplementary Payments).
- 1.9 **General Liability** means:  
**Your** legal liability in respect of **Personal Injury** and/or **Property Damage** and/or **Advertising Injury** happening in connection with the **Business** and caused by or arising out of an **Occurrence** other than **Products Liability**.
- 1.10 **Geographical Limits** means:
- 1.10.1 anywhere in the World except **North America**.
- 1.10.2 **North America**, but only with respect to:
- 1.10.2.1 overseas business visits by any of **Your** directors, partners, officers, executives or employees, who are non-resident in **North America**, but not where they perform manual work in **North America**.
- 1.10.2.2 **Products** exported to **North America** without **Your** knowledge.
- 1.11 **Hovercraft** means:  
any vessel, craft or thing made or intended to transport persons or property over land or water supported on a cushion of air.
- 1.12 **Incidental Contracts** means:
- 1.12.1 any written rental and/or lease and/or hiring agreement of real and/or personal property, other than with respect to any term or condition contained in such rental, lease and/or hiring agreement that requires **You** to insure such property.
- 1.12.2 any written licence agreement to occupy real property, other than with respect to any term or condition contained in such licence agreement that requires **You** to insure such property.
- 1.12.3 any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities.
- 1.12.4 any written contract with any railway authority for the loading, unloading and/or transport of **Products**, including contracts relating to the operation of railway sidings.

- 1.12.5 those contracts designated in **the Schedule**.
- 1.13 **Medical Persons** includes but is not limited to:  
medical practitioners, medical nurses, dentists and first aid attendants.
- 1.14 **Named Insured** means:
- 1.14.1 the person(s), corporations and/or other organisations specified in **the Schedule**,
- 1.14.2 all existing subsidiary and/or controlled corporations (including subsidiaries thereof) of the **Named Insured** incorporated in the Commonwealth of Australia and/or any other organisations under the control of the **Named Insured**;
- 1.14.3 all subsidiary and/or controlled corporations (including subsidiaries thereof) of the **Named Insured** and/or any other organisations under the control of the **Named Insured** incorporated in the Commonwealth of Australia and which are constituted or acquired by the **Named Insured** during the **Period of Insurance**.
- 1.14.4 every subsidiary and/or controlled corporation and/or other organisation of the **Named Insured** incorporated in the Commonwealth of Australia which is divested during the **Period of Insurance**, but only in respect of claims made against such divested subsidiary or controlled corporation or organisation caused by or arising out of **Occurrences** insured against by this Policy, which occurred prior to the date of divestment.
- 1.15 **North America** means:
- 1.15.1 the United States of America and the Dominion of Canada,
- 1.15.2 any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and
- 1.15.3 any country or territory subject to the laws of the United States of America or the Dominion of Canada.
- 1.16 **Occurrence** means:  
an event, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury** and/or **Property Damage** and/or **Advertising Injury** that is neither expected nor intended (except for the matters set out in clause 1.18.6) from **Your** standpoint.
- With respect to **Personal Injury** and/or **Property Damage**, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one **Occurrence**.
- All **Advertising Injury** arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one **Occurrence**.
- 1.17 **Period of Insurance** means:  
the **Period of Insurance** specified in **the Schedule** and any extension thereof which may be agreed in writing between **You** and **Us**.
- 1.18 **Personal Injury** means:
- 1.18.1 bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom;
- 1.18.2 false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
- 1.18.3 wrongful entry or wrongful eviction;
- 1.18.4 defamation or invasion of privacy, unless arising out of **Advertising Injury**;

- 1.18.5 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 **You** or at **Your** direction, but only with respect to liability other than fines and penalties imposed by law;
- 1.18.6 assault and battery not committed by **You** or at **Your** direction, unless committed for the purpose of preventing or eliminating danger to persons or property.

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

1.19 **Pollutants** means:

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

1.20 **Products** means:

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

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

- 1.20.1 food and beverages supplied by **You** or on **Your** behalf primarily to **Your** employees as a staff benefit;
- 1.20.2 any vending machine or any other property rented to or located for use of others but not sold by **You**;

and any claims made against **You** in respect of **Personal Injury** and/or **Property Damage** arising out of any **Occurrence** in connection 1.20.1 and 1.20.2 above shall be regarded as **General Liability** claims hereunder.

1.21 **Products Liability** means:

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

1.22 **Property Damage** means:

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

1.23 **the Schedule** means:

the most current schedule issued by **Us** in connection with this Policy.

- 1.24 **Tool of Trade** means:  
a **Vehicle** that has tools, implements, machinery or plant attached to or towed by the **Vehicle** and is being used by **You** at **Your** premises or on any Worksite. **Tool of Trade** does not include any **Vehicle** whilst travelling to or from a **Worksite** or **Vehicles** that are used to carry goods to or from any premises.
- 1.25 **Vehicle** means:  
any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.
- 1.26 **Watercraft** means:  
any vessel, craft or thing made or intended to float on or in or travel on or through water, other than model boats.
- 1.27 **We, Us, Our, Ourselves** means:  
Chubb Insurance Australia Limited, ABN 23 001 642 020, AFSL 239687
- 1.28 **Worksites**  
any premises or site where any work is performed for and/or in connection with the **Business** together with all areas surrounding such premises or site and/or all areas in between such premises or site that **You** shall use in connection with such work.
- 1.29 **You, Your, Insured**  
Each of the following is an **Insured** to the extent specified below:
- 1.29.1 the **Named Insured**.
- 1.29.2 every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive, employee or volunteer of the **Named Insured** (including the spouse or any family member of any such person while accompanying such person on any commercial trip or function in connection with the **Business**) while such persons are acting for or on behalf of the **Named Insured** and/or within the scope of their duties in such capacities.
- 1.29.3 any employee superannuation fund or pension scheme managed by or on behalf of the **Named Insured**, and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not administered by corporate fund managers.
- 1.29.4 every principal in respect of the principal's liability arising out of:
- 1.29.4.1 the performance by or on behalf of the **Named Insured** of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy.
- 1.29.4.2 any **Products** sold or supplied by the **Named Insured**, but only in respect of the **Named Insured's** own acts or omissions in connection with such products and in any event only for such coverage and Limits of Liability as are provided by this Policy.
- 1.29.5 every person, corporation, organisation, trustee or estate to whom or to which the **Named Insured** is obligated by reason of any law, agreement or permit (whether written or implied) to provide insurance such as is afforded by this Policy, but only to the extent required by such law, agreement or permit and in any event only for such coverage and Limits of Liability as are provided by this Policy.

- 1.29.6 every officer, member, employee or voluntary helper of the **Named Insured's** canteen, social and/or sporting clubs, first aid, medical, ambulance or firefighting services, charities, educational, welfare and/or child care facilities, while acting in their respective capacities as such.
- 1.29.7 any director, partner, proprietor, officer or executive of the **Named Insured** in respect of private work undertaken by the **Named Insured's** employees for such person and any employee whilst actually undertaking such work.
- 1.29.8 the estates, legal representatives, heirs or assigns of:
- 1.29.8.1 any deceased or insolvent persons, or
- 1.29.8.2 persons who are unable to manage their own affairs by reason of mental disorder or incapacity,
- who would otherwise be indemnified by this Policy, but only in respect of liability incurred by such persons as described in clauses 1.29.8.1 and 1.29.8.2 above.
- 1.29.9 every party including joint venture companies and partnerships to whom the **Named Insured** is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy; but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy.



## 2. Insuring Clauses

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### 2.1 What we cover

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

2.1.1 **Personal Injury**, and/or

2.1.2 **Property Damage**; and/or

2.1.3 **Advertising Injury**;

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

### 2.2 Defence Costs and Supplementary Payments

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

2.2.1 defend, in **Your** name and on **Your** behalf, any claim or suit against **You** alleging such **Personal Injury** and/or **Property Damage** and/or **Advertising Injury** and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent.

2.2.2 pay all charges, expenses and legal costs incurred by **Us** and/or by **You** at **Our** written request or with **Our** written consent (which consent shall not be unreasonably withheld):

2.2.2.1 in the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of **Your** attendance at hearings or trials at **Our** request, or

2.2.2.2 in bringing or defending appeals in connection with such claim or suit.

2.2.3 pay

2.2.3.1 all charges, expenses and legal costs recoverable from or awarded against **You** in any such claim or suit, and

2.2.3.2 pre-judgment interest awarded against **You** on that part of the judgment payable by **Us**; and

2.2.3.3 all interest accruing on **Our** portion of any judgment until **We** have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of **Our** liability thereon.

2.2.4 pay premiums on:

2.2.4.1 bonds to release attachments for amounts not exceeding the applicable Limit of Liability of this Policy but **We** shall have no obligation to apply for or furnish any such bond.

2.2.4.2 appeal bonds and/or security for costs required in any suit but **We** shall have no obligation to apply for or furnish any such bonds and/or security for costs.

2.2.5 pay expenses incurred by **You** for:

2.2.5.1 rendering first aid and/or surgical and/or medical and/or therapeutic relief to others at the time of any **Personal Injury** (other than any medical expenses, which we are prevented from paying by any law).

- 2.2.5.2 temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof.
- 2.2.5.3 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.
- 2.2.6 pay all legal costs and expenses incurred by **You** with **Our** consent (which will not be unreasonably withheld) for representation of **You** at:
  - 2.2.6.1 any Coronial Inquest or Inquiry
  - 2.2.6.2 any proceedings in any court or tribunal in connection with liability insured against by this Policy.
  - 2.2.6.3 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.
  - 2.2.6.4 any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

Provided that **Our** liability under clauses 2.2.6.3 and 2.2.6.4 shall not exceed \$250,000 in respect of any one claim or series of claims arising out of any one **Occurrence**.

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

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

### 2.3 **Limits of Liability and Deductible**

Subject to clause 2.2 above and clauses 2.4 and 3.16.5 below:

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

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

### 2.4 **Additional Benefit - Claims Preparation Costs**

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

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

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

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

2.6 Optional Additional Benefit - **Products** Exported to **North America** with **Your** Knowledge (Applicable only where this Additional Benefit is confirmed in **the Schedule**)

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

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

### 3. What We Exclude

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We do not cover any liability:

#### 3.1 Advertising Injury for Advertising Injury:

- 3.1.1 resulting from statements made at **Your** direction with knowledge that such statements are false.
- 3.1.2 resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract.
- 3.1.3 resulting from any incorrect description of **Products** or services.
- 3.1.4 resulting from any mistake in advertised price of **Products** or services.
- 3.1.5 resulting from failure of **Your Products** or services to conform with advertised performance, quality, fitness or durability.
- 3.1.6 incurred by any **Insured** whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

#### 3.2 Aircraft, Hovercraft or Watercraft for Personal Injury and/or Property Damage arising from:

- 3.2.1 the ownership, maintenance, operation or use by **You** of any **Aircraft**.
- 3.2.2 the ownership, operation or use by **You** of any **Watercraft** or **Hovercraft** exceeding fifteen (15) metres in length, whilst such **Watercraft** or **Hovercraft** is on, in or under water.

Provided that Exclusion 3.2.2 shall not apply with regard to claims arising out of:

- 3.2.2.1 **Watercraft** used in operations carried out by any independent contractors for whose conduct **You** may be held liable.
- 3.2.2.2 **Hovercraft** owned or operated by others and used by **You** for **Business** entertainment purposes.
- 3.2.2.3 **Watercraft** owned or operated by others and used by **You** for **Business** entertainment purposes.
- 3.2.2.4 hand propelled or sailing craft exceeding fifteen (15) metres in length, whilst such craft is in Australian territorial waters.

#### 3.3 Aircraft Products arising out of **Your Products** that are **Aircraft** or **Aircraft** component parts used for maintaining an **Aircraft** in flight or moving upon the ground or used in the construction of an **Aircraft** hull or machinery which **You** knew or ought to reasonably have known are incorporated in an **Aircraft**.

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

#### 3.5 Breach of Professional Duty arising out of any breach of duty owed in a professional capacity by **You** and/or any person(s) for whose breaches **You** may be held legally liable, but this exclusion shall not apply to claims:

- 3.5.1 arising out of the rendering of or failure to render professional medical advice by **Medical Persons** employed by **You** to provide first aid and other medical services on **Your** premises.

- 3.5.2 arising out of advice or service which is not given for a fee.
- 3.5.3 arising out of advice given in respect of the use or storage of **Your Products**.

### 3.6 **Contractual Liability**

which has been assumed by **You** under any contract or agreement that requires **You** to:

- 3.6.1 effect insurance over property, either real or personal.
- 3.6.2 assume liability for, **Personal Injury** and/or **Property Damage** regardless of fault; provided that this exclusion shall not apply with regard to:
  - 3.6.2.1 liabilities which would have been implied by law in the absence of such contract or agreement; or
  - 3.6.2.2 liabilities assumed under **Incidental Contracts**; or
  - 3.6.2.3 terms regarding merchantability, quality, fitness or care of **Your Products** which are implied by law or statute;
  - 3.6.2.4 liabilities arising from any claim in respect of any subcontractor or agent for whose acts **You** are liable under the terms of any contract. **We** will not indemnify the subcontractor or agent; or
  - 3.6.2.5 liabilities assumed under the contracts specifically designated in **the Schedule** or in any endorsement(s) to this Policy.

### 3.7 **Damage to Products**

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

### 3.8 **Defamation**

for defamation:

- 3.8.1 resulting from statements made prior to the commencement of the **Period of Insurance**.
- 3.8.2 resulting from statements made at **Your** direction with knowledge that such statements are false.
- 3.8.3 incurred by any **Insured** whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

### 3.9 **Electronic Data**

arising out of:

- 3.9.1 the communication, display, distribution or publication of **Electronic Data**;
- 3.9.2 the total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of **Electronic Data**;
- 3.9.3 error in creating, amending, entering, deleting or using **Electronic Data**;
- 3.9.4 the total or partial inability or failure to receive, send, access or use **Electronic Data** for any time or at all;

from any cause, regardless of any other contributing cause or event.

### 3.10 **Employers Liability**

- 3.10.1 for Bodily Injury to any Worker in respect of which **You** are or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance (including a self insured retention or excess) pursuant to or required by any legislation relating to Workers' **Compensation** or Accident **Compensation** whether or not such policy, fund, scheme or self insurance has been effected.

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

- 3.10.2 imposed by:

3.10.2.1 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.

3.10.2.2 any law relating to **Employment Practices**.

Notwithstanding Exclusion clause 3.6, Exclusions 3.10.1 and 3.10.2 shall not apply with respect to liability of others assumed by the **Named Insured** under a written contract or agreement.

For the purpose of Exclusions 3.10.1 and 3.10.2:

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

### 3.11 **Faulty Workmanship**

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

### 3.12 **Fines, Penalties, Punitive, Exemplary or Aggravated Damages**

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

### 3.13 **Liquidated Damages**

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

### 3.14 **Loss of Use**

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

- 3.14.1 a delay in or lack of performance by **You** or on **Your** behalf of any contract or agreement; or
- 3.14.2 failure of any **Products** or work performed by **You** or on **Your** behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **You**; but this Exclusion 3.14.2 shall not apply to **Your** liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any **Products** or work performed by **You** or on **Your** behalf after such products or work have been put to use by any person or organisation other than **You**.

### 3.15 **Pollution**

- 3.15.1 for **Personal Injury** and/or **Property Damage** directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land, the atmosphere or any water course or body of water.
- 3.15.2 for any costs and expenses incurred in preventing the discharge, dispersal, release, seepage, migration or escape of, or, testing and monitoring for, containing, removing, nullifying, or cleaning up of, **Pollutants**.

Provided that, with respect to any such liability which may be incurred anywhere other than **North America**, Exclusions 3.15.1 and 3.15.2 shall not apply where such discharge, dispersal, release, seepage, migration or escape is caused by a sudden, identifiable, unintended and unexpected event from **Your** standpoint which takes place in its entirety at a specific time and place.

### 3.16 **Property in Your care, custody or control**

for **Property Damage** to property in **Your** physical or legal care, custody or control. This exclusion shall not apply with regard to:

- 3.16.1 the personal property, tools and effects of any of **Your** directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of **Your** visitors.
- 3.16.2 premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, **You** for the purpose of the **Business**, but no cover is provided by this Policy if **You** have assumed the responsibility to insure such premises.
- 3.16.3 3.16.3.1 premises (and/or their contents) temporarily occupied by **You** for the purpose of carrying out work in connection with the **Business**, or
- 3.16.3.2 any other property temporarily in **Your** possession for the purpose of being worked upon;
- but no indemnity is granted for damage to that part of any property upon which **You** are or have been working if the damage arises solely out of such work.
- 3.16.4 any **Vehicle** (including its contents, spare parts and accessories while they are in or on such **Vehicle**) not belonging to or used by **You**, whilst any such **Vehicle** is in a car park owned or operated by **You**; provided that **You** do not operate the car park for reward, as a principal part of **Your** business.
- 3.16.5 notwithstanding Exclusion clause 3.6 "Contractual Liability", any property (except property that **You** own) not mentioned in clauses 3.16.1 to 3.16.4 above whilst in **Your** physical or legal care, custody or control whether or not **You** have accepted or assumed legal liability for such property. Provided that **Your** liability under this clause 3.16.5 shall not exceed \$250,000 or the amount specified in **the Schedule**, if higher, in respect of any one claim or series of claims arising out of any one **Occurrence**.

### 3.17 **Property owned by You**

for **Property Damage** to property owned by **You**.

### 3.18 **Product Guarantee**

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

### 3.19 **Product Recall**

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

### 3.20 **Radioactivity**

directly or indirectly caused by, contributing to or arising from radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

Exclusion 3.20 shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

### 3.21 **Terrorism**

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

Exclusion 3.21 also excludes loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

### 3.22 **Vehicles**

for **Personal Injury** and/or **Property Damage** arising out of the ownership, possession or use by **You** of any **Vehicle**:

3.22.1 which is registered or which is required under any legislation to be registered, or

3.22.2 in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected);

but Exclusions 3.22.1 and 3.22.2 shall not apply to:

3.22.3 **Personal Injury** where:

3.22.3.1 that compulsory liability insurance or statutory indemnity does not provide indemnity, and

3.22.3.2 the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by **You** of legislation relating to **Vehicles**.

3.22.4 any **Vehicle** (including any tool, implement, machinery or plant forming part of or attached to or used in connection with such vehicle) whilst being operated or used by **You** or on **Your** behalf as a **Tool of Trade** at **Your** premises or on any Worksite.

3.22.5 the delivery or collection of goods to or from any **Vehicle**.

3.22.6 the loading or unloading of any **Vehicle**.

3.22.7 any **Vehicle** temporarily in **Your** custody or control for the purpose of parking (other than registered **Vehicles** owned or used by the **Insured**).

3.22.8 **Property Damage** caused by or arising out of the movement of any **Vehicle** (which is required to be Conditionally Registered in accordance with the law of any State or Territory in Australia) in the event of **Your** inadvertent and unintentional failure to effect Conditional Registration.

3.22.9 **Property Damage** arising out of the movement or removal by **You** of any **Vehicle** not owned or controlled by **You** which is interfering with access to or from any of **Your** premises or **Worksites**.



### 3.23 **War**

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

### 3.24 **Sanctions**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged. Chubb is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations [in addition to EU, UN and national sanctions restrictions] which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

## 4. Claims Conditions

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### 4.1 Notification of Occurrence, Claim or Suit You shall give:

- 4.1.1 written notice to **Us**, as soon as reasonably practicable, of any claim made against **You** or any **Occurrence** that may give rise to a claim being made against **You** and which is covered by this Policy.
- 4.1.2 all such additional information that **We** may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents available to **You** relating to the claim or **Occurrence** shall be forwarded to **Us** as soon as practicable after they are received by **You**.
- 4.1.3 Written notice (including facsimile transmission) must be given to **Us** via **Your** Steadfast representative.

### 4.2 Your Duties in the event of an Occurrence, Claim or Suit

- 4.2.1 **You** shall not, without **Our** written consent (which consent shall not be unreasonably withheld), make any admission, offer, promise or payment in connection with any **Occurrence** or claim.
- 4.2.2 **You** shall use the best endeavours to preserve all property, products, appliances, plant, and all other things which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation and, so far as may be reasonably practicable, no alteration or repair shall be effected without **Our** consent (which will not be unreasonably withheld) until **We** have had an opportunity of inspection.
- 4.2.3 **You** shall, when so reasonably requested, provide **Us** with details of any other insurances current at the time of any **Occurrence**, and/or **Personal Injury** and/or **Property Damage** and/or **Advertising Injury** and covering any of the liability insured by this Policy.

### 4.3 Our Rights regarding Claims

- 4.3.1 Following the happening of any **Occurrence** in respect of which a claim is, or may be, made under this Policy, **We** shall have discretion in the conduct of any proceedings in connection with any claim. **You** shall give such information and assistance that **We** may reasonably require in the prosecution, defence or settlement of any claim.
- 4.3.2 **We** may at any time pay to **You**, in respect of all claims against **You** arising directly or indirectly from one source or original cause:
  - 4.3.2.1 the amount of the Limit of Liability or such other agreed amount specified in respect thereof (after deduction of any sum(s) already paid by **Us**, which sum(s) would reduce the amount of **Our** unfulfilled liability in respect thereof); or
  - 4.3.2.2 any lesser sum for which the claim(s) can be settled.
- 4.3.3 Upon making such payment, **We** shall relinquish conduct and control of, and be under no further liability under this Policy in connection with such claim(s), except for Defence Costs and Supplementary Payments:
  - 4.3.3.1 recoverable from **You** in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or
  - 4.3.3.2 incurred by **Us**, or by **You** with **Our** written consent (which will not be unreasonably withheld), prior to the date of such payment.

#### 4.4 **Goods and Services Tax**

**You** must inform **Us** of the extent to which **You** are entitled to an input tax credit for the premium each time that **You** make a claim under this Policy. No payment will be made to **You** for any GST liability that arises on the settlement of a claim under this Policy when **You** have not informed **Us** of **Your** entitlement or correct entitlement to an input tax credit.

Notwithstanding anything contained in this Policy (including **the Schedule** and any endorsements attached hereto) to the contrary, **Our** liability will be calculated after taking into account:

- 4.4.1 any input tax credit to which **You**, or any claimant against **You**, is entitled for any acquisition relevant to a claim paid under this Policy; and
- 4.4.2 any input tax credit to which **You**, or any claimant against **You**, would have been entitled were **You** or the claimant to have made a relevant acquisition; and
- 4.4.3 the GST exclusive amount of any supply made by **You** which is relevant to **Your** claim.

If the applicable Limit of Liability is not sufficient to cover **Your** claim, **We** will only pay GST (less any relevant input tax credit) that relates to **Our** proportion of **Your** claim.

The terms 'GST', 'input tax credit', 'acquisition' and 'supply' have the meanings ascribed to them in the A New Tax System (Goods and Services Tax) Act 1999.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, Claims Conditions, General Conditions, Exclusions or Definitions of this Policy other than as stated above.

## 5. General Conditions

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### 5.1 Adjustment of Premium

Where the premium for this policy is arranged on an adjustable basis, if the first premium or any renewal premium for this Policy or any part thereof shall have been calculated on estimates provided by **You**, **You** shall keep an accurate record containing all particulars relative to the premium and shall at all reasonable times allow **Us** to inspect such record.

**You** shall, where reasonably requested by **Us** after the expiry of each **Period of Insurance**, provide to **Us** such particulars and information as **We** may require as soon as reasonably practicable. The premium for such Period shall thereupon be adjusted and any difference paid by or allowed to **You**, as the case may be, subject to retention by **Us** of any minimum premium that may have been agreed upon between **Us** and **You** at inception or the last renewal date of this Policy.

### 5.2 Alteration of Risk

Every change which substantially varies any of the material facts or circumstances existing at the commencement of each **Period of Insurance**, that shall come to the knowledge of **Your** officer responsible for insurance matters, shall be notified to **Us** as soon as reasonably practicable thereafter and **You** shall (if so requested) pay such reasonable additional premium as **We** may require.

### 5.3 Bankruptcy or Insolvency

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

### 5.4 Breach of Condition or Warranty

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

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

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

### 5.5 Cancellation of this Policy

#### By **You**

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

#### By **Us**

- 5.5.2 Subject to General Conditions 5.4 and 5.12, **We** may cancel this Policy in any of the circumstances set out in Sections 60 or 61 of the Insurance Contracts Act 1984 (as amended).

Such cancellation shall take effect at the earlier of the following times:

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

5.5.2.2 at 4.00 p.m. on the thirtieth (30th) business day after the day on which notification was given to **You**.

In the event of cancellation of this Policy by either party, **You** shall be entitled to a pro rata refund of premium subject to any minimum and deposit premium that may apply.

If the premium is subject to adjustment, cancellation will not affect **Your** obligation to supply **Us** with such information as is necessary to permit the premium adjustment to be calculated.

## 5.6 **Cross Liabilities**

This insurance extends to indemnify:

5.6.1 each of the parties comprising the **Named Insured**, and

5.6.2 each of the Insureds hereunder,

separately in the same manner and to a like extent as though policies had been issued in their separate names.

In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in clauses 5.6.1 and 5.6.2 in respect of claims made by any other of such parties.

Provided always that

5.6.3 each of such parties shall be separately subject to the terms, Claims Conditions, General Conditions, Exclusions and Definitions of this Policy in the same manner and to a like extent as though separate policies had been issued; and

5.6.4 in no case shall the amount payable by **Us** in respect of any one claim or series of claims arising out of any one **Occurrence** or in the aggregate, as the case may be, exceed the applicable Limit of Liability as specified in **the Schedule**.

## 5.7 **Inspection and Audit**

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

**We** may examine and audit **Your** books and records at any reasonable time during the currency of this Policy and within three (3) years after the final termination of this Policy but only with regard to matters which in **Our** opinion are relevant to this Policy.

## 5.8 **Jurisdiction**

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

## 5.9 **Premium Funders**

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

## 5.10 Reasonable Precautions

**You** must:

- 5.10.1 exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.
- 5.10.2 take reasonable precautions:
  - 5.10.2.1 to prevent **Personal Injury** and/or **Property Damage** and/or **Advertising Injury**.
  - 5.10.2.2 to prevent the manufacture, sale or supply of defective **Products**.
  - 5.10.2.3 to comply with all relevant statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.
- 5.10.3 at **Your** own expense take reasonable action to trace, recall or modify any **Products** containing any defect or deficiency which defect or deficiency **You** have knowledge of or have reason to suspect.

## 5.11 Release

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

Notwithstanding General Condition 5.14 of this Policy, **We** agree to waive all **Our** rights of subrogation against any such Authority or landlord in the event of any **Occurrence** for which a claim for indemnity may be made under this Policy.

## 5.12 Non imputation

Where this insurance is arranged in the joint names of more than one **Insured**, as described in clause 1.14.1, it is hereby declared and agreed that:

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

## 5.13 Foreign Currency

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

If **You** incur liability to settle any claim for an amount stated in the local currency of any country or territory outside the Commonwealth of Australia, where an award is made or a settlement is agreed upon, then, the amount payable by **Us** shall be the value of such award or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the free rate of exchange published in the Australian Financial Review on the date on which **We** pay to **You** (or some other person or party as directed by **You**) the indemnity in respect of such award or settlement, subject always to the applicable Limit of Liability.

## 5.14 Subrogation and Allocation of the Proceeds of Recoveries

Subject to General Condition 5.15 'Subrogation Waiver', any corporation, organisation or person claiming under this insurance shall, at **Our** reasonable request and at **Our** expense, do and concur in doing and permit to be done all such reasonable acts and things that may be necessary or may reasonably be required by **Us** for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which **We** shall be or would become entitled upon **Us** paying for or indemnifying **You** in respect of legal liability under this insurance.

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

5.14.1 due to the application of a **Deductible**; and/or

5.14.2 where the amounts of any judgments or settlements exceed the applicable Limit of Liability;

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

5.15 **Subrogation Waiver**

Notwithstanding General Condition 5.14 **We** hereby agree to waive all **Our** rights of subrogation under this Policy against:

5.15.1 each of the parties described under clause 1.29.

5.15.2 any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this Policy. Where such corporation, organisation or person is protected from liability insured against hereunder by any other policy of indemnity or insurance, **Our** right of subrogation is not waived to the extent and up to the amount of such other policy.

5.16 **Interpretation**

This Policy incorporates **the Schedule**, Insuring Clauses, Claims Conditions, General Conditions, Exclusions, Definitions and any other terms herein contained or endorsed hereon, which are to be read together. Where any word or expression has been given specific meaning in any part of this Policy, such word or expression shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which such word or expression appears.

Words importing the singular gender shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender.

Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

## About Chubb in Australia

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au)

## Contact Us

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