

# Liability and Professional Risks Insurance Policy

You should read all sections of this Policy before making a decision to acquire this financial product.

Preparation date 30<sup>th</sup> May 2008.

Issued by Elders Insurance Limited ABN 62 081 106 505 AFSL 237756  
Address 27 Currie Street Adelaide SA 5000



**Insurance**

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# Part A - Important Information

You must read the Policy terms and conditions to obtain a complete description of all Policy terms, conditions and exclusions in the Policy.

If you arrange Liability and Professional Risks Insurance with us, the Policy and your Schedule will form the insurance contract.

## Who is the insured?

The persons or organisations that are covered by the Policy are shown in the Schedule. In the Policy those persons or organisations are referred to as "you" or "your" under Section A and Section B.

## Other persons or organisations requiring cover

You must inform us of all persons or organisations to be covered by the Policy. We will cover them if you have informed us of them and we have shown them on the Schedule or they are otherwise covered under the Policy.

## All persons or organisations are bound by the Policy

All persons or organisations covered by the Policy have to comply with the terms of the Policy. We may refuse to pay a claim if you or any person covered by the Policy do not comply with the terms of the Policy.

## Who is the insurer?

Elders Insurance Limited ABN 62 081 106 505, AFS Licence No. 237756 of 27 Currie Street Adelaide SA 5000 is the issuer of this Policy and is named on the Schedule as the insurer.

In this Policy, Elders Insurance Limited is referred to as "we", "us" or "our".

## How to contact us

Should you have any questions about the Policy, please contact your local Elders authorised representative or Elders Insurance Limited, GPO Box 551 Adelaide SA 5001.

## Duties of the insurer

We will act and conduct ourselves with utmost good faith.

## When you are covered

Your cover starts when we have accepted your Proposal. We will then send you the Schedule. The Period of Cover and premium are shown on the Schedule. Before we pay or agree to pay any claims under the Policy you must pay us the premium.

## Payment of premium

You must pay the premium.

Payment of the premium may be made by debit to your Elders account, cash, cheque, BPAY or credit card. If your cheque or credit card is dishonoured by your financial institution you are not insured unless we agree in writing to continue to insure you.

If you fail to pay the premium by the due date, cover under the Policy will cease.

If you request a variation to the cover during the Period of Cover, we will inform you of any cost applicable for making the variation. Your varied cover starts when we consent in writing to any such variation. You must pay to us the cost applicable for making the variation before we pay or agree to pay any claims under the varied cover under the Policy.

## Payment of periodical instalments

If payment by periodic instalments is arranged from your financial institution, we will not cancel the Policy unless at least one instalment is not paid for more than one month from the date on which payment was due.

# Part A - Important Information

## Keep your records in a safe place

This Policy and the Schedule are important. Please ensure you read them carefully and keep them in a safe place. If you have any questions regarding the Policy, please contact your Local Elders authorised representative.

Documents such as plans, reports, contracts, receipts, manuals and serial numbers relating to your property must also be kept. If you make a claim such documents may be required by us and they will help you complete your claim form. You should keep relevant documentation to substantiate values of property insured. If you do not do this you may not be able to substantiate your claim.

## Privacy

We will only collect personal information from you that is necessary in order for us to process and administer the Policy and any claims you may make under the Policy. We realise that this information is often very sensitive in nature and will treat it with the utmost care and security.

Information on how we handle your personal information is explained in our Privacy Statement including:

1. how to contact us regarding privacy;
2. how we use information supplied by you;
3. how to access your personal information;
4. how we confidentially disclose your information to other contractors/service providers to carry out activities on our behalf.

A copy of our Privacy Statement is available from any Elders branch or from our website [www.elders.com.au](http://www.elders.com.au).

## What makes up the insurance contract

When we accept your Proposal, renew or vary your insurance, your Insurance Contract comprises the following documents:

- the Policy terms and conditions set out in this document;
- the Proposal; and
- the Schedule which shows the amount of cover you have, any alterations to the insurance, as well as other specific information relevant the Insurance Contract.

## How to apply for insurance

To apply, please contact an Elders authorised representative and complete a Proposal. If we accept your Proposal and you pay the premium or agree that we may make periodic debits from your nominated bank account or other approved account, you will receive a Schedule that sets out details of the insurance you have taken out. The Schedule should be retained with the Policy.

## What if you are not happy with our service or claims settlement?

We always strive to improve our service and provide insurance products that meet the needs of our customers. On rare occasions things may go wrong. Some people may need assistance if they feel they have not been treated fairly. Here is what to do if you need more help:

## Dispute resolution process

If you have a complaint or disagree with a decision made by us or anyone representing us, please talk it over with our staff member or representative.

If you are unable to reach an agreement, you can ask our staff member or representative to refer you to our Internal Dispute Resolution Panel. You can refer the matter direct to the Panel at the following address:

Internal Dispute Resolution Panel  
Elders Insurance Limited  
27 Currie Street  
GPO Box 551  
Adelaide SA 5000  
Freecall: 1300 307 941  
Email: [feedback@elders.com.au](mailto:feedback@elders.com.au)  
Internet [www.elders.com.au/feedback](http://www.elders.com.au/feedback)

Our Internal Dispute Resolution Panel will contact you within 2 business days of receiving your complaint. We will advise you how long it will take to investigate and advise you promptly, in writing, of the outcome. Normally this will take no longer than 14 days. If it takes longer, we will keep you informed of progress on a regular basis.

The Internal Dispute Resolution representative who will be assigned to you will have had no previous involvement in the decision and will have full authority to resolve the problem.

If you are not satisfied with the outcome from our Internal Dispute Resolution Panel, we will advise you who to contact, to take your complaint further.

# Part A - Important information

## Code of practice

We have willingly adopted the General Insurance Code of Practice ("Code") developed by the Insurance Council of Australia.

The Code is designed to promote good relations and good insurance practice between insurers, their representatives and consumers.

Amongst other things, the Code sets out to improve the quality of information consumers receive, the education and conduct of insurance representatives, and claims handling and dispute resolution procedures.

Please contact your Elders authorised representative if you want more information about the Code.

## Duty of disclosure – new business

This section explains your duty, under the Insurance Contracts Act 1984, to be honest and to tell us anything known to you, or which a reasonable person in the circumstances should know is relevant to our decision whether to insure you and anyone else, and the terms and conditions of the insurance.

### What you must tell us

Your duty includes matters that are specifically asked in the Proposal when you apply for a Policy and extends to any other matters which may affect our decision to insure you and the terms we may impose.

You do not have to tell us anything that:

1. reduces the risk;
2. is of common knowledge;
3. we already know or should know in the ordinary course of our business; or

### Who needs to tell us

It is important that you understand that when you disclose to us and answer our questions you do so for yourself and on behalf of anyone else that you want to be insured by the Policy.

### If you do not tell us

If you do not comply with your duty of disclosure as set out above, we may reduce or refuse to pay a claim, or cancel the Policy. If the information you provide is fraudulent, we may refuse to pay a claim and treat the Policy as never having existed.

## Duty of disclosure – renewals, extensions, variations and reinstatements

This section explains your duty under the Insurance Contracts Act 1984, to disclose all information at the time of renewing, extending, varying or reinstating the Policy. You have a duty to be honest and to tell us anything known to you, or which a reasonable person in the circumstances should know is relevant to our decision whether to insure you and anyone else, and the terms and conditions of the insurance.

### What you must tell us

Prior to renewing, extending, varying or reinstating the Policy, you must tell us whether any of the information you provided to us previously, including the answers to all questions in the Proposal, has changed.

You must tell us about all changes that increases:

1. the risks of loss or damage;
2. the likelihood of liability losses.

For example, you should tell us promptly if you:

1. change the nature of your Business;
2. change the way you conduct your Business.

# Part A - Important information

## Your duty of disclosure – renewals, extensions, variations and reinstatements

### What you must tell us

You must tell us if you or any of your directors or business partners:

1. in the last 5 years been refused insurance, had an insurance renewal declined, an insurance policy cancelled, or had any special terms or conditions imposed by an insurer.
2.
  - a. had any adult convictions that are less than 10 years old or more than 10 years old where the sentence imposed was imprisonment for a period of greater than 30 months for:
  - b. had any juvenile convictions less than 5 years old; or more than 5 years old where the sentence imposed was imprisonment for a period of greater than 30 months for:
  - c. prosecutions pending for:
    - i. fraud or dishonest acts;
    - ii. acts of wilful damage to property;
    - iii. assault or violence against any person;
    - iv. arson;
    - v. theft;
    - vi. illegal possession or sale of drugs.
3. been declared bankrupt, owned or own a business which has been placed into liquidation or had a receiver or administrator appointed.
4. lodged any insurance claims in the last 5 years which would have been covered by this Policy.
5. had loss or damage in the last 5 years that you did not claim for, and would have been covered by this Policy.

You do not have to tell us anything that:

1. reduces the risk;
2. is of common knowledge;
3. we already know or should know in the ordinary course of our business; or
4. we have indicated we do not need to know.

We may decide, following the consideration of any new information you provide us, to withdraw our offer to renew the Policy, or refuse to accept your request to extend, vary or reinstate the Policy.

### Who needs to tell us

It is important that you understand you should provide us with any new information in relation to yourself and anyone else who is insured by the Policy or whom you want to be insured by the Policy.

### If you do not tell us

If you do not tell us the information that you are required to tell us prior to renewing, extending, varying or reinstating the Policy, we may reduce or refuse to pay a claim, or cancel the Policy. If you are fraudulent in not providing the information that you are required to provide us, we may refuse to pay a claim and treat the Policy as never having existed.

### Non-renewable Subsections

For the purpose of Section 58 of the *Insurance Contracts Act (Cth) 1984*, Section B and all Subsections are non-renewable and will expire at the conclusion of the Period of Cover shown on the Schedule.

You must complete a new Proposal in relation to those Subsections to arrange a continuation of the cover. The terms and conditions for the new period will be negotiated at that time.

# Part B – Liability and Professional Risks Insurance Policy

## Terms and Conditions

SECTION A – Liability Cover and  
SECTION B – Professional Risks Cover

### APPLICABLE TO ALL SECTIONS AND SUBSECTIONS OF THE POLICY

#### Words with special meaning

There are some words in the Policy that have a special meaning. These words and their meanings are listed below.

**“Aircraft”** means any machine designed to fly, float, glide, move on a cushion of air or move through the air.

**“Business”** means the profession or business as shown on the Schedule.

**“Business Premises”** means the buildings, outbuildings, yards and adjacent land used by you for your Business, at the address shown on the Schedule.

**“Employee” and “Employees”** means any person who is employed by you and/or is required to be covered by you for workers' compensation or similar cover by any workers' compensation legislation.

**“Internet Operations”** means:

1. use of electronic mail systems by you or your Employees;
2. access through your network to the World Wide Web or a public internet site by you or your Employees;
3. access to your intranet (meaning internal company information and computing resources) which is made available through the World Wide Web for your customers or others outside your organisation; and
4. the operation and maintenance of your web site.

**“Period of Cover”** means the time cover starts to the time cover expires. These times are shown on the Schedule.

**“Policy”** means the terms and conditions set out in this document and your current Schedule.

**“Pollutant”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, material to be recycled or wastes.

**“Proposal”** means the documentation you provide to us which forms the basis of your application for cover.

**“Schedule”** means the Schedule to the Policy current and in force;

1. at the time of the Occurrence for Section A;
2. at the time of notification of a Claim for the Subsections of Section B.

It contains details of the Policy including the Sections, Subsections, types of cover and levels of insurance you have selected.

**“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 governments(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public, in fear.

**“Watercraft”** means any type of vessel, craft or object designed to float on or in water.

**“we”, “us”, “our”** means Elders Insurance Limited  
ABN 62 081 106 505.

# Part B – Liability and Professional Risks Insurance Policy

## Terms and Conditions

### SECTION A – Liability Cover

#### Important Information

##### Who is the insured?

The persons or organisations that are covered by the Policy are shown in the Schedule. In the Policy those persons or organisations are referred to as "you", "your", "yours" under this Section A.

##### How to make a claim

If something happens that you believe you can claim for, advise your Elders authorised representative as soon as possible. Please supply him or her with initial details and with full written details by completing our claim form within 30 days of notifying your Elders authorised representative. Details about making a claim are shown under Specific Claims conditions – What you must do after Personal Injury or Property Damage on page 10.

##### Words with special meaning

In addition to those appearing in the Words with special meaning applicable to Section A and Section B, wherever the following words appear they have the following special meaning in relation to Section A.

**"Excess"** means the amount shown on the Schedule which you must pay towards each and every claim.

**"Family"** means persons who normally reside with you permanently and who are:

1. your spouse or defacto;
2. your or your spouse's or defacto's unmarried children;
3. your parents or your spouse's or defacto's parents; or
4. your brother or sister.

**"Geographical Limit"** means:

1. anywhere within the Commonwealth of Australia and its external territories;
2. elsewhere in the world when you or your Employees (who normally reside in Australia) are travelling outside of Australia; and
3. anywhere in the world where your Products are exported to.

**"Occurrence"** means an event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage, which you neither expected nor intended to happen. All Personal Injury or Property Damage resulting from one original cause will be treated by the Policy as being caused by the one Occurrence.

##### Words with special meaning

**"Personal Injury"** means:

1. bodily injury (including death), sickness, disease, disablement, shock, fright, mental anguish or mental injury and includes the effects from:
  - a. wrongful entry, wrongful eviction, false arrest, wrongful detention, wrongful imprisonment;
  - b. assault provided you did not commit the assault or direct the assault unless the assault occurred while preventing Personal Injury or Property Damage;
  - c. libel, slander and defamation of character;
  - d. invasion of right of privacy; and
2. latent Personal Injury (as described in 1 above) that is first diagnosed by a legally qualified medical practitioner during the Period of Cover.

**"Product"** means anything after it is no longer in your possession or control that you manufactured, labelled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed including its labels and packaging materials.

**"Professional Service"** means service, advice, counselling, diagnosis, treatment of persons or animals, prescription, or service provided by you which is normally provided for a fee by professional persons.

**"Property Damage"** means physical loss or damage to tangible property that occurs during the Period of Cover and the loss of use of tangible property arising out of physical loss or damage to tangible property.

**"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 Business Premises or a work site you have been contracted to work at.

Tool of Trade does not include Vehicles while travelling to or from a worksite or Vehicles that are used to carry goods to or from any premises.

**"Vehicle"** means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power, including any trailer or other attachment that is normally towed by or operated from any such machine.

Vehicle does not include Aircraft.

**"you", "your", "yours"** means the persons or organisations named as the insured on the Schedule and includes your Family.

**"Your Business"** means your occupation which is shown on the Schedule.

# Part B – Liability and Professional Risks Insurance Policy

## Terms and Conditions

### SECTION A – Liability Cover

#### What you are covered for

We cover your legal liability to pay compensation for Personal Injury and Property Damage occurring within the Geographical Limit as a result of an Occurrence arising out of Your Business during the Period of Cover.

We will not, subject to any amounts payable under Section A - Additional payments (below), pay more than the sum insured shown on the Schedule.

#### Additional payments

We will pay the following amounts in addition to the sum insured:

1. all charges, expenses and legal costs incurred by us (and by you if we have agreed in writing to pay) for the defence or negotiation of settlement of any claim for which you are covered; and
2. for the cost of emergency first aid to other persons.

#### Additional amounts you have to pay

1. If we pay the full sum insured, then you must pay your proportion of the Additional payments (above). Your proportion is calculated by dividing the total of the sum insured by the cost of the total amount required to dispose of or settle the claim (but not the cost of Additional payments) against you.
2. However, we will not pay more than the sum insured shown on the Schedule including the total of Additional payments (above) and compensation awarded against you arising out of claims made or actions issued against you within the United States of America or the Dominion of Canada or any country, territory or protectorate or claims and actions to which the laws of these countries apply.
3. The Excess shown on the Schedule.

#### Products liability sum insured aggregated

We will not, subject to any amount payable under the Additional payments (above), pay more than the sum insured shown on the Schedule, for the aggregate of all legal liability from all Occurrences, caused by your Products during any one Period of Cover.

#### What you are not covered for

In addition to the General Policy exclusions applicable to all Sections and Subsections of the Policy, we will not cover you for any legal liability:

1. **Building operations**  
arising directly or indirectly from the construction, erection, alteration, demolition of and/or addition to buildings by you or on your behalf when the total cost of the work exceeds \$500,000;
2. **Contractual liability**
  - a. assumed under a contract or agreement other than liability for Personal Injury and Property Damage that you would have been liable for by law if the contract or agreement had never existed;
  - b. for your guarantees and warranties of fitness, performance, durability or quality of your Products even if they are implied by law; or
  - c. for delay in or lack of performance by you or on your behalf arising from any contract or agreement even if they are implied by law;
3. **Defective design**  
arising from any defective design or error in specification or formula in any of your Products but we cover you for products you did not manufacture but were sold, supplied or distributed by you and manufactured by someone else;
4. **Employers liability**
  - a. for Personal Injury to any of your Employees arising from or in the course of their employment in Your Business;
  - b. for Personal Injury which you are required by workers' compensation (or similar) legislation to be covered for; or
  - c. for claims made against you under the provisions of any workers' compensation legislation, industrial award, or employment agreement;
5. **Exports to North America**  
arising directly or indirectly out of Products you know have been exported to the United States of America or the Dominion of Canada or any country, territory or protectorate where the laws of these countries are applied;
6. **Dishonest, criminal and intentional act**  
for Personal Injury or Property Damage caused directly or indirectly by any intentional, dishonest or criminal act by you;
7. **Faulty workmanship**
  - a. arising directly or indirectly from or in connection with the cost of performing, completing, reworking, correcting or improving any service or work done or promised to be done by you or someone else on your behalf; or
  - b. for Property Damage to your Products;

# Part B – Liability and Professional Risks Insurance Policy

## Terms and Conditions

### SECTION A – Liability Cover

#### What you are not covered for

- 8. Latent Personal Injury**  
arising from latent Personal Injury which was not first medically diagnosed during the Period of Cover;
- 9. Libel, slander and defamation**
- arising from the publication, utterance or distribution of libellous, slanderous or defamatory material that you knew to be false and where you approved the release of the material;
  - arising from publishing of books, newspapers, magazines and similar material;
  - arising from publishing any political or social material; or
  - arising from radio or television broadcasting or any other medium of public transmission such as internet, telephone or dedicated landlines;
- 10. Loss of use of property**  
for loss of use of property that has not been physically damaged or destroyed and is caused indirectly or directly by:
- delays, non completion or poor performance by you or any other person acting on your behalf; or
  - the failure of your Products to meet performance, quality, fitness or durability or other specifications that you have implied or promised, or implied by law, unless the Products are damaged suddenly and accidentally;
- 11. Participants**  
for Personal Injury to or Property Damage of persons or organisations while they are participating in any sporting exercise or activity such as, but not limited to, aerobics, athletics, any competitive team event, all codes of football, activities under, on or in water, racing of any kind, aerial activities or equestrian activities. (This exclusion does not apply to people racing while only using their own feet for movement);
- 12. Product recall**  
for the costs of recalling, withdrawing, removing, inspecting, repairing, reconditioning or replacing your Products;
- 13. Professional Service**  
arising out of your Professional Service or failure to provide Professional Service or any act, mistake or omission you make relating to or from your Professional Service;  
(Emergency first aid is not a Professional Service unless you are a qualified medical person and you have insurance for your Professional Services);

#### What you are not covered for

- 14. Property in your physical and legal control**
- for damage to property owned by, leased to or rented to you; or
  - for damage to property not belonging to you but in your physical and legal control other than the property described in Additional benefits to Part A – Property in your physical and legal control;
- 15. Treatment for Personal Injury or Property Damage**  
caused directly or indirectly out of the treatment administered or prescribed by you other than medical first aid;
- 16. Vehicles**  
caused by or arising directly or indirectly from the use of, ownership or possession of any Vehicle which is:
- registered or required by law to be registered; or
  - insured for compulsory personal injury or required by any government legislation to be insured for personal injury liability.

#### Additional benefits

##### Cross liability

Where you comprise more than one entity, each entity will be considered as if they are separately insured by us. If more than one entity is covered we will not pay more than the sum insured shown on the Schedule for each Occurrence.

##### Property in your physical and legal control

What you are not covered for, 14. Property in your physical and legal control will not apply to the following property:

- buildings used by you for your Business (including permanent fixtures) which are leased or rented to you and for which you are not required to insure for property damage;
- buildings (including permanent fixtures and contents) that are not leased to you which you have temporarily occupied for your Business purposes;
- Vehicles contained in a Vehicle parking area owned or controlled by you providing you do not receive payment from the drivers or owners of the Vehicles parked; or
- property that is being stored, used or repaired by you other than property that you are transporting in or on a Vehicle or storing where you are receiving payment for the transportation or storage.

The maximum we will pay for your legal liability for Additional benefit – Property in your physical and legal control, points 1, 2, and 3., is the sum insured shown on the Schedule for public liability.

The maximum we will pay for your legal liability for Additional benefit – Property in your physical and legal control, point 4., is the sum insured for property in your physical and legal control shown on the Schedule.

# Part B – Liability and Professional Risks Insurance Policy

## Terms and Conditions

### SECTION A – Liability Cover

#### Additional Benefits

##### Vehicles unloading or loading goods

What you are not covered for, 16. (Vehicles), does not apply to Vehicles while goods are being unloaded or loaded from the Vehicle provided the Vehicle is not being driven or towed during unloading or loading.

##### Vehicles used as a tool of trade

What you are not covered for - 16. (Vehicles), does not apply to Vehicles while being used by you as a Tool of Trade.

#### Special conditions

In addition to the General Policy conditions applicable to all Sections and Subsections of the Policy, the following Special conditions apply to Section A.

##### Business in liquidation or ceases to trade

If your Business is deregistered, placed into liquidation or administration, a receiver is appointed or the Business is wound up or is permanently discontinued, then all cover under this Policy ceases from the time your interest is transferred, deregistered, placed into liquidation or administration, a receiver is appointed, the Business is wound up, permanently discontinued or Your Business ceases to trade.

##### Discharge of liabilities

We may, at any time, pay you for all claims against you for which you are covered under the Policy arising out of one Occurrence or a series of Occurrences where the sum insured is subject to an aggregate limit (such as liability caused by your Products):

1. the sum insured or limit on sum insured (after amounts already paid by us have been deducted); or
2. any lower amount for which the claim(s) can be settled.

When we make payment to discharge our liability:

1. we will relinquish conduct of and control of the claim(s); and
2. we will not pay further amounts in connection with the claim(s).

If we have made payment to discharge our liability:

1. you will pay the costs, charges and expenses we are entitled to from you that were incurred before the date of our payment which discharged our liability;
2. we will pay you costs, charges and expenses incurred by you (with our written permission) prior to the date of our payment which discharged our liability; and
3. we are entitled to subrogation rights as outlined in the General Policy conditions applicable to Section A and Section B - Subrogation rights.

#### Special conditions

##### Reasonable care

You must take reasonable precautions to prevent Personal Injury or Property Damage as if you were not covered by this Policy, for example:

1. if you discover your Products may be defective and the defect may cause a claim, you must, at your expense, take reasonable steps to restrict trade of, trace, recall, modify, replace or repair the Products;
2. if you are cutting, welding, grinding or heating metal you must comply with all Australian Standards (including inspections, observers and safety equipment);
3. if your occupation includes digging below ground at sites away from your Business Premises you must obtain location of underground services from the owners of the services;
4. maintaining and looking after other person's or organisation's property and buildings used by you in accordance with your agreement with them;
5. if you are operating machinery that is used for harvesting trees or farm produce:
  - a. you must comply with all Australian Standards relating to the prevention or containment of fire; and
  - b. you must cease operating harvesting machinery on days declared by any government authority to be a "harvest ban" day or period; and
6. you must use and store all hazardous materials as required by law.

If you do not take reasonable precautions we may refuse to pay part or all of your claim.

##### Records

You must provide to us all books of account, Business books and other documents as may be required to investigate or verify claims. If you do not, we may refuse to pay or may reduce the amount of a claim.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION A – Liability Cover

### Specific claims conditions

#### What you must do after Personal Injury or Property Damage

Protect yourself from any danger if present.

Assist other people within your capabilities if required.

Take reasonable steps to prevent further injury or damage or liability.

Notify the police immediately if any property is damaged or if anybody was injured.

Advise us of the claim as soon as possible and then supply us with full written details by completing our claim form. You or someone acting on your behalf must complete a claim form within 30 days of your advice. If you do not, we may reduce the amount we pay if the delay causes increased costs or prevents us investigating the claim.

Any invoices, bills, demands, letters or notices you receive from other people involved in the Occurrence must be sent to us immediately.

#### What you must not do after Personal Injury or Property Damage

You must not admit fault or agree to pay for injury or damage. Simply advise other people that your insurance company will represent you.

You must not make an offer, settle or attempt to settle any claim against you. If you do we may not pay all or part of the claim.

You must not incur any costs or expenses or authorise repairs without our written agreement to do so, and we will not pay for such costs, expenses or repairs unless you can show that they were necessary and unavoidable in the prevailing circumstances.

# Part B – Liability and Professional Risks Insurance Policy

## Terms and Conditions

### General Policy Exclusions

#### APPLICABLE TO ALL SECTIONS AND SUBSECTIONS OF THE POLICY

We will not cover you for any legal liability in respect of or pay a claim under all Sections and Subsections of the Policy:

**1. Aircraft**

caused directly or indirectly by or arising out of:

- a. ownership, possession, maintenance, repair, operation or use of an Aircraft by you or on your behalf; or
- b. any of your Products which are incorporated into the structure, machinery or instruments of any Aircraft;

**2. Asbestos**

caused directly or indirectly by or arising out of:

- a. the inhalation of asbestos fibre(s);
- b. any illness, injury or disease caused or contributed to by exposure to asbestos; or
- c. damage to or loss of use or reduction in value of property due to the presence of asbestos;

**3. Atomic energy**

caused directly or indirectly by or arising out of:

- a. the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
- b. the mining, use, storage, handling or transportation of radioactive materials;
- c. the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
- d. any other operation or process that uses nuclear fission, fusion or radioactive materials; or
- e. any product that contains or uses nuclear fission, fusion or radioactive materials;

this exclusion does not apply to legal liability for Personal Injury or Property Damage covered under Part A of this Policy, arising from radio isotopes or radium compounds when used incidentally in the ordinary course of your Business;

**4. Internet Operations**

caused directly or indirectly by or arising out of your Internet Operations;

**5. Penalties**

- a. for fines, penalties, or cost of actions imposed on you due to the application of government legislation or order of a court of law;
- b. for punitive, exemplary, or aggravated damages; or
- c. for any additional damages resulting from the multiplication of compensatory damages against you;

**6. Pollution**

caused directly or indirectly by or arising out of:

- a. the discharge, dispersal, release or escape of Pollutants;

(this exclusion 6. a. does not apply in the event of a sudden happening which is unintended and takes place entirely at one specific location within the Commonwealth of Australia and its territories); or

- b. any enforcement action or proceeding in respect of a Pollutant and the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of Pollutants;

**7. Terrorism**

caused directly or indirectly by or arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the occurrence which causes bodily injury or property damage.

We will also not pay for any bodily injury, property damage, claim, expense or loss of profit of whatsoever 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;

**8. War and confiscation**

caused directly or indirectly by or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property or Vehicles by or under the order of any government or public or local authority;

**9. Watercraft**

caused directly or indirectly by or arising out of the use, ownership, possession, manufacture, repair of any Watercraft which exceeds 8 metres in length, or the fitting, installing or repair of any equipment on or belonging to any Watercraft which exceeds 8 metres in length.

# Part B – Liability and Professional Risks Insurance Policy

## Terms and Conditions

### General Policy Conditions

#### APPLICABLE TO ALL PARTS, SECTIONS AND SUBSECTIONS OF THE POLICY

##### Cancellation

You may cancel the Policy at any time by informing us in writing. We will refund the unused portion of your premium. However, we may charge an administration charge of 10% of the unused portion. You will not receive any refund of your premium where the unused portion of your premium is \$10 or less.

When we have paid, or are required to pay the total amount of a sum insured before you give us written notice of the cancellation of your Policy, you will not receive any refund of premium.

We may cancel the Policy in certain circumstances provided by the Insurance Contracts Act 1984 by giving you three business days notice in writing.

We may cancel the Policy if:

1. you do not pay the premium;
2. payment by periodic instalments is arranged from your financial services provider and if one instalment is not paid for more than one month from the date on which that payment was due;
3. you do not comply with your duty of disclosure;
4. you make a misrepresentation to us before the issue of the Policy;
5. you do not comply with a provision of the Policy;
6. you make a fraudulent claim under the Policy or some other policy (whether with us or some other insurer); or
7. you do not comply with your duty of utmost good faith.

Notice of cancellation can be delivered personally or posted to the address you nominate and is shown in the Schedule.

Cancellation becomes effective at the time shown on the notice of cancellation or when you have insured with another company, whichever occurs first.

##### Changes before you renew, extend, vary or reinstate your Policy

You must advise us of any changes before you renew, extend, vary or reinstate your Policy.

For example, we require information about:

1. change of address;
2. any criminal charges laid against you or any of your directors, or criminal convictions of you or any of your directors;
3. poor condition of property;
4. alteration to property which affects its safety or structural integrity;
5. occurrences likely to give rise to a claim;
6. change of your Business or range of activities undertaken;
7. claims made, threatened or intimated against you prior to commencement of the new Period of Cover.

This is a requirement of your duty of disclosure. If you do not fulfil your duty of disclosure we may refuse to pay part or all of a claim.

##### Changes during the Period of Cover

Any change or variation you propose to make only becomes effective when we agree to the change and you agree to pay any additional premium.

##### Goods and services tax input credits

If we pay you for any cost or expense to settle a claim made under this Policy, we will reduce the amount that we pay you by the amount of input tax credits that you would have been entitled to claim if you had paid the relevant cost or expense.

##### Jurisdiction

All disputes between you and us arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia.

##### Our rights to conduct defence or settlement

We will be entitled to take over and conduct in your name the defence or settlement of any claim under Section A or a Claim under the Subsections of Section B of the Policy. In the event that this occurs, we will have sole control of the claim or Claim.

You must give us all information and assistance as we may reasonably require to defend you.

##### Transfer of interest, other persons or organisations

You can not transfer the Policy into someone else's name without our written consent.

All persons entitled to claim under the Policy are bound by the terms and conditions of the Policy. When a claim is paid under the Policy and is recoverable under another policy or policies, you agree to permit us to seek contribution from the other insurer or insurers.

##### Subrogation rights

We have the right to prosecute in your name for any claim or Claim for compensation, damages, indemnity, contribution or otherwise.

You must give us all information and assistance as we may reasonably require to prosecute in your name.