



Broadform Liability Insurance Policy Wording



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Introduction

Applying for Cover with Us

You have provided Us or your intermediary with information in support of Your request for Cover with Us. The information that You have provided to Us is referred to as Your Application.

You must ensure the information provided to Us in Your Application is accurate and that You have complied with Your **duty of disclosure**. We have relied on Your Application to decide whether to issue this Policy and the terms and conditions We have offered to You.

When You have paid the Premium, or agreed to pay the Premium, We will issue You with a Schedule. If payment of the Premium as stated in the Schedule is not made then there is no Cover under this Policy.

Your Policy

Your Policy consists of:

- > the Policy wording;
- > a Schedule; and
- > other documentation indicating a change to Your Policy, including Endorsements.

The Policy wording, together with the Schedule, form the legal contract of insurance between You and Us.

This policy-booklet consists of:

- > important information that You need to know before You take out a Policy with Us; and
- > the Policy wording, which forms part of Your legal contract with Us and tells You:
 - > what Your Policy Covers;
 - > what Your Policy does not Cover;
 - > Excesses that apply to claims under this Policy; and
 - > conditions that relate to Your Cover and to claims You may make under this Policy.

The Schedule will state the details of the insurance Cover which You have selected and which are particular to You and includes any Endorsement that changes or limits the Cover stated in the Policy wording.

When We change Your Policy details during the Period of Cover We will send Your insurance intermediary a new Schedule. This Schedule will be titled 'Endorsement' and will contain details of the Endorsement to Your Policy.

We will also provide Your insurance intermediary with a new Schedule at each renewal of Your Policy Cover.

We will only provide insurance Cover for the Period of Cover stated in the Schedule.

Please read this policy-booklet together with the Schedule and any accompanying documents carefully and keep them in a safe place for future reference.

Our Commitment to You

We value Our customers and work hard to build strong and lasting relationships.

When dealing with You We will act reasonably, respectfully and fairly towards You, taking into account Your and Our respective interests.

We will do this by:

- > managing this Policy and any claim You may make courteously, promptly and efficiently;
- > respecting Your entitlement to the full benefit of the Cover provided by this Policy;
- > giving reasonable consideration to any request You make;
- > applying sound judgement before exercising any right, discretion or remedy in respect of this Policy Cover; and
- > ensuring any conditions We impose are reasonable in the circumstances.

What Happens if You Disagree with One of Our Decisions or Have a Complaint about Our Service?

Despite Our best intentions, sometimes We can get it wrong.

If You want to question one of Our decisions, or if You have a complaint about how We have handled this Policy or Your claim, We want You to tell Us.

Please do not hesitate to contact Us if there is any matter You feel has not been satisfactorily resolved.

Complaints and Disputes Resolution

When a complaint or dispute arises Our objective is to resolve any disagreement as amicably and quickly as practicable.

If You would like to make a complaint please contact Your insurance intermediary or call Us during office hours and speak to one of Our staff who will assist You.

If We and You cannot resolve Your complaint to Your satisfaction We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our customers.

You may request that the matter be referred to Our internal dispute resolution process. This service is free of cost to You.

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further We will advise You of any other options. This might include You seeking independent legal advice at Your own expense.

Introduction (continued)

Cooling-off Period

If this Policy does not meet Your needs then You may cancel it within twenty-one (21) days of the commencement of Cover by notifying Us. You will receive a refund of the Premium You have paid unless You have made or are entitled to make a claim under this Policy.

You still have cancellation rights after this cooling-off period ends. These rights are set out in the General Conditions of this Policy.

General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice (the Code).

The objectives of the Code are:

- > to commit Us to high standards of service;
- > to promote better, more informed relations between Us and You;
- > to maintain and promote trust and confidence in the general insurance industry;
- > to provide fair and effective mechanisms for resolving complaints You make about Us; and
- > to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Please contact Us if You would like further information about the Code of Practice. Alternatively, You can view and find more information about the Code and the Code Governance Committee at codeofpractice.com.au

Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- > the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- > the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- > the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;

- > the collection from, and/or disclosure of, Your personal information to a third party which may include Your employer and Our service providers (including but not limited to Your insurance intermediary, other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your insurance Policy or a claim under this Policy;
- > the disclosure of Your personal information to overseas recipients where relevant, such as offshoring operational and administrative functions to the Philippines under locally incorporated subsidiary Guild Solutions Inc (GSI), some of Our global reinsurers and Fiji for debt recovery administrative services; and
- > the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You or Your insurance intermediary may access personal information We hold about You by contacting Us.

If You or Your insurance intermediary would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at acerta.com.au/privacy-policy.

Alternatively, please contact Us and We will arrange for a copy of the privacy policy to be provided to You.

Important Information

The following important information applies to all Sections of this Policy. Please read it carefully and if You are in any doubt as to how this information may affect You please contact Your insurance intermediary or Us and ask for an explanation.

Alteration of Risk

This Policy Covers Your Business as You have represented it to Us. It is important for You to advise Us as soon as reasonably possible of any changes to the information You disclosed at the commencement or renewal of this Policy.

In particular, You should advise Us when there is a change in:

- > Your Business name,
- > the nature of Your Business activities;
- > Your address or the location of risk from where You conduct Your Business;
- > You or Your Business' products or services not previously disclosed to Us;
- > You or Your Business' financial status due to being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up; or
- > any other change to Your Business which You could reasonably be expected to know would increase the risk Covered under this Policy.

You should also advise Us if Your Business is sold or otherwise permanently discontinued.

When You advise Us of a change, We will assess whether and to what extent the change gives rise to an alteration to the risk in accordance with Our underwriting rules and processes.

If Our assessment is that the change alters the risk Covered under this Policy We may:

- > propose variations to the terms of this Policy; and/or
- > ask You to pay an additional Premium for changes that increase Your risk, or refund Premium to You for changes that reduce Your risk; and
- > if You agree, issue You with a revised Schedule.

If We do not agree to the change, or You do not accept any proposed variation to the terms of or Premium payable under this Policy, We may cancel Your Policy to the extent permitted by the Insurance Contracts Act 1984 (Cth).

If You do not advise Us about a change in the Business, Your Professional Services or of other changes in the risk Covered under this Policy We may refuse to pay all or part of Your claim under this Policy to the extent permitted by the Insurance Contracts Act 1984 (Cth).

Commencement of Cover

The Cover provided under this Policy does not commence until We have accepted Your Application or We have

otherwise confirmed We have accepted Your insurance and You have paid the Premium to Us.

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.

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.

Excess

An Excess may apply to Your claim under this Policy. The amount of any Excess is stated in the Schedule.

GST and Claim Payments to You

For any Covered claim:

- > if You are not registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or
- > if You are registered for GST You will need to claim the GST component from the Australian Taxation Office. If You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You.

This Policy contains claims conditions in respect of:

- > GST and claim payments for compensation;
- > GST and claim payments for legal and other costs; and
- > Our limitation for GST payment.

Important Information (continued)

You should read the claims conditions contained in this policy-booklet to make sure You understand both Our and Your obligations in respect of how GST will be treated for the payment of claims under this Policy.

Interests of Other Parties

This Policy will only Cover the insurable interest of the person or entity stated in the Schedule unless otherwise specifically Covered under any Section of this Policy.

Limits of Liability

Cover under this Policy is limited to the Limits of Liability stated in the Schedule. The Limits of Liability applicable to this Policy represent Our maximum liability to You in relation to all claims under this Policy.

Premiums

Your Premium will include:

- > GST in accordance with relevant taxation legislation; and
- > stamp duty as imposed by the relevant legislation of each Australian State or Territory.

Waiver of Rights and Our Right to Recovery

Waiver of Rights

We have not waived any provision of this Policy unless we have confirmed the waiver in writing.

Preventing Our Right to Recovery

If You have agreed not to seek compensation from another person or party who is liable to compensate You for any loss or liability which is Covered under this Policy **We may not Cover** You under this Policy for that loss or liability.

Your Policy

This policy-booklet together with the Schedule We provide to You and any addendum to the Schedule form Your insurance Policy with Us.

Our Agreement with You

We agree to provide You with the Cover set out in this Policy. The Cover You have selected is stated in the Schedule and is in force for the Period of Cover stated in the Schedule.

You have paid or agreed to pay Us the Premium stated in the Schedule for the Period of Cover.

Policy Construction and Interpretation

Exclusions, General Conditions, Claims Conditions and Definitions

This Policy has:

- > exclusions;
- > general conditions;
- > claims conditions; and
- > definitions;

that apply to the Cover We will provide You.

Grammatical Forms

Some of the defined words or terms in this Policy have different grammatical forms. If the meaning given to them in their definition refers to one of their grammatical forms, any of their other grammatical forms will have a corresponding meaning.

Headings

The headings in this policy-booklet are only for reference and must not be used when interpreting this Policy. This does not apply to any definition where the heading is being used to state the defined term that is then followed immediately by the description of its meaning.

References to Laws and Legislation

Any reference in this Policy to any law or legislation includes any of its subordinate legislation, subsequent amendment, replacement, re-enactment or successor legislation.

Singular and Plural Words

Any reference in this Policy to the singular form of a word includes the plural and vice versa.

Your Cover

What is Covered

Public Liability

We will Cover You for Your legal liability in respect of any Claim to pay compensation for:

- a. Bodily Injury;
- b. Property Damage; or
- c. Advertising Liability;

happening during the Period of Cover as a result of an Occurrence within the Territorial Limits in connection with Your Business.

We will not Cover You under Public Liability for any:

- > Bodily Injury;
- > Property Damage; or
- > Advertising Liability;

which is Covered or could be Covered under Products Liability.

Products Liability

We will Cover You for Your legal liability in respect of any Claim to pay compensation for:

- a. Bodily Injury;
- b. Property Damage; or
- c. Advertising Liability;

happening during the Period of Cover as a result of an Occurrence within the Territorial Limits in connection with Your Products.

We will not Cover You under Products Liability for any:

- > Bodily Injury;
- > Property Damage; or
- > Advertising Liability;

which is Covered or could be Covered under Public Liability.

Defence Costs

Where We agree to provide Cover to You for a Claim under this Policy We will also pay, in addition to the Limit of Liability, the following amounts in respect of that Claim:

- a. all Defence Costs;
- b. legal costs awarded against You and any interest accruing after entry of legal judgment but before We have paid or deposited into court that part of any legal judgment which does not exceed the Limit of Liability;
- c. all reasonable expenses necessarily incurred by You for rendering first aid to others at the time of Bodily Injury;

but excluding medical expenses We are prohibited by law from paying; and

- d. all reasonable expenses necessarily incurred by You for the temporary repairs, shoring up or protection of property of others that has been damaged as a result of an Occurrence; and
- e. all reasonable Defence Costs incurred by You for Your representation in any coroner's court or court of summary jurisdiction.

Limit of Liability

Public Liability

Our maximum liability under this Section for Public Liability in respect of any one Claim will be limited to the Public Liability Limit of Liability any one Claim amount stated in the Schedule.

The Limit of Liability amount for Public Liability **is exclusive of Defence Costs** payable under this Policy:

Provided that:

- i. if a payment exceeding the Limit of Liability for Public Liability has to be made to settle or dispose of a Claim Our liability to pay any amounts under Defence Costs will be limited to that proportion of the total of those Defence Costs amounts as the Limit of Liability bears to the total amount paid to dispose of the Claim; and
- ii. the Limit of Liability amount for Public Liability will not be reduced by the Excess amount payable by You.

We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with that defence once the Limit of Liability amount has been exhausted.

Products Liability

Our maximum liability under this Section for Products Liability in respect of:

- a. any one Claim will be limited to the Products Liability Limit of Liability any one Claim amount stated in the Schedule; and
- b. all Claims in the aggregate during the Period of Cover will be limited to the Products Liability Limit of Liability in the aggregate any one Period of Cover amount stated in the Schedule or where applicable to the sub-limit stated in the Schedule for any specific Cover under this Section.

The Limit of Liability amount for Products Liability **is exclusive of Defence Costs** payable under this Policy:

Provided that:

- i. if a payment exceeding the Limit of Liability for Products Liability has to be made to settle or dispose of a Claim Our liability to pay any amounts under Defence Costs will

Your Cover (continued)

be limited to that proportion of the total of those Defence Costs amounts as the Limit of Liability bears to the total amount paid to dispose of the Claim; and

- ii. the Limit of Liability amount for Products Liability will not be reduced by the Excess amount payable by You.

We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with that defence once the Limit of Liability amount has been exhausted.

Additional Benefits

We will, subject to all of the provisions of this Policy, Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, the applicable sub-limit, Sum Insured or Limit of Liability amount stated in the Schedule.

Care, Custody or Control

We will Cover You for Your legal liability to pay compensation arising from any Claim for Property Damage happening during the Period of Cover as a result of an Occurrence within the Territorial Limits to:

- a. premises leased or rented by You for the purpose of carrying on Your Business;
- b. premises not owned, leased or rented by You, but temporarily occupied by You for the purpose of carrying out work in connection with Your Business;
- c. property that You have been working on if the damage arises from the performance of that work;
but does not include damage to that part of any property that You are or have been working on if the damage arises solely from that work;
- d. property belonging to Your directors, Employees, partners, proprietors, visitors or voluntary workers;
- e. any Vehicle or its contents that are not owned, leased, hired by or to You or used by You or on Your behalf, if it is damaged when in Your physical or legal control while parked within a car park owned or operated by You for no fee or profit; or
- f. any other property, being property not described in clauses a. to e. above, not owned, leased or rented by You but in Your temporary physical or legal control.

Our maximum liability under clause f. above for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Care, Custody or Control sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

If there is any conflict between this additional benefit and exclusion – 'Property in Care, Custody or Control', the provisions of this additional benefit will apply to the extent of any inconsistency.

Claims Preparation Costs

We will Cover You for Your necessary and reasonable out-of-pocket expenses, not including Defence Costs, incurred by You at Our request in the preparation of Your defence to a Covered Claim.

We will not reimburse You for any loss of earnings, salary or other lost remuneration or associated expenses.

Our maximum liability under this additional benefit for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Claims Preparation Costs sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

Conferences, Training, Teaching

We will Cover You for Your legal liability to pay compensation arising from any Claim for:

- a. Bodily Injury;
- b. Property Damage; or
- c. Advertising Liability;

happening during the Period of Cover as a result of an Occurrence within the Territorial Limits in connection with Your attendance at any professional conference, training or teaching facility in connection with Your Business:

Provided that:

Cover is provided to the same extent as otherwise available to You under this Section and subject to all of the provisions of this Policy.

Cross Liabilities

If 'You' under this Policy includes more than one person or legal entity, We will Cover each separate person or legal entity insured under this Section as if a separate Policy had been issued to each person or legal entity.

Our Limit of Liability in respect of any one claim and for all claims in the aggregate will not be increased by this additional benefit.

Your Cover (continued)

Good Samaritan Acts

We will Cover Your legal liability in respect of any Claim as a result of Good Samaritan Acts happening during the Period of Cover in connection with Your Business.

Joint Venture Liability

We will Cover You for Your legal liability to pay compensation arising from any Claim for Bodily Injury, Property Damage or Advertising Liability, happening during the Period of Cover as a result of an Occurrence within the Territorial Limits in connection with, caused by or arising out of Your participation in any joint venture in the conduct of Your Business.

Cover is provided to the same extent as otherwise available to You under this Section and subject to all of the provisions of this Policy.

We will not Cover any of the other joint venture parties.

Exclusions

The following exclusions apply to this Policy. Please read them carefully.

This Policy **does not Cover** and **We will not be liable** for any claim under this Policy for, directly or indirectly arising out of or in any way connected with:

Advertising Liability

Advertising Liability arising from:

- a. acts committed or alleged to have been committed prior to the Period of Cover;
- b. a failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
- c. any incorrect description of the price of Your Products, goods or services;
- d. breach of contract other than inadvertent misappropriation of advertising ideas, concepts or designs;
- e. infringement of a trademark, service mark or trade name on any of Your Products, goods or services sold, offered for sale or advertised:
but does not include infringement of titles or slogans;
- f. statements made by You or at Your direction with knowledge that such statements are deceptive, false, misleading or incorrect; or
- g. Your advertising, publishing, broadcasting or telecasting activities where Your Business is that of advertising, publishing, broadcasting or telecasting.

Aircraft

- a. Your ownership, maintenance, service, operation, use or legal control of an Aircraft or Aircraft landing area; or
- b. any of Your Products that are used or incorporated in or connected with Aircraft or You could be reasonably expected to know are or would be incorporated or used in Aircraft.

Aircraft landing area includes any land, building or structure in an area where Aircraft take off or land or are housed, maintained, operated or refuelled.

Asbestos

the existence or presence of asbestos in whatever form or quantity.

Construction

- a. any alteration, renovation or addition work to or of any buildings or structure owned by You where the total contract price or estimated commercial value of those works exceeds \$500,000; or

- b. Property Damage resulting from vibration or removal or weakening of, or interference with, support to land, buildings or any other property in connection with any alteration, renovation or addition work to or of any buildings or structure owned by You.

Contractual Liability

any liability assumed, waived or limited:

- a. under any agreement, contract, guarantee, indemnity or warranty unless the liability would have attached to You regardless of the existence of the agreement, contract, guarantee, indemnity or warranty; and/or
- b. that is outside the normal course of Your conduct of Your Business:

This exclusion will not apply when the liability:

- i. is assumed under any statutory guarantee of fitness or quality regarding Your Products as required by any legislation in Australia in respect of product safety;
- ii. has been specifically agreed to by Us and stated in the Schedule; or
- iii. in respect of Public Liability only, is assumed under any Incidental Contract.

Cyber Event

any actual or alleged Cyber Event.

This exclusion will not apply to any claim for, directly or indirectly arising out of or in any way connected with, Property Damage to any Computer arising from a Cyber Incident.

Defamation, Libel, Slander

the publication or utterance of a defamatory, libellous or slanderous remark:

- a. made prior to the Period of Cover;
- b. made by You or at Your direction, with the knowledge that it was incorrect or false; or
- c. related to advertising, broadcasting, publishing, telecasting activities or online social media activities conducted by You or on Your behalf.

Employer's Liability

- a. Bodily Injury to any Employee arising out of or sustained in the course of their employment with You;
- b. Bodily Injury to any individual who is deemed to be Your Employee by any workers' compensation legislation or similar law or who is deemed to be Your Employee at common law;

Exclusions (continued)

- c. Bodily Injury to an Employee that You are indemnified for or entitled to be indemnified for under any policy of insurance or self-insurance licence arrangement required by any workers' compensation legislation or accident compensation legislation, whether or not You are a party to the policy;
- d. liability imposed by the provisions of any workers' compensation legislation; or
- e. liability imposed by the provisions of any industrial award, agreement or determination.

Employment Practices Liability

any:

- a. defamation, demotion, denial of natural justice, discrimination;
- b. failure to promote or hire;
- c. harassment of any kind;
- d. misleading or deceptive representation, misstatement; or
- e. wrongful or unfair dismissal;

relating to or in respect of the employment or prospective employment of any person by You.

Faulty Workmanship

the cost of:

- > correcting, rectifying, completing;
- > improving;
- > performing or re-performing;

any work undertaken by You or on Your behalf.

Fines and Penalties or Liquidated, Punitive, Exemplary or Aggravated Damages

- a. fines and/or penalties;
- b. liquidated damages, punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages; or
- c. non-compensatory damages or taxes.

Fraudulent, Dishonest, Criminal, Malicious, Wilful or Intentional Acts

any actual or alleged:

- a. dishonest, fraudulent, criminal or malicious act or conduct or intentional conduct;
- b. wilful act or intentional conduct intended to cause loss, damage, harm or liability or committed with a reckless disregard for its consequences; or

- c. wilful or intentional breach of any regulation, statute or other law, contract or duty;

committed by You or any person acting with Your knowledge, consent or connivance.

Hovercraft

- a. Your ownership, maintenance, service, operation, use or legal control of a Hovercraft or Hovercraft landing area; or
- b. any of Your Products that are used or incorporated in or connected with Hovercraft or that You could be reasonably expected to know are or would be incorporated or used in Hovercraft.

Hovercraft landing area includes any land, building or structure in an area where Hovercraft take off or land or are housed, maintained, operated or refuelled.

Infectious and/or Transmissible Diseases

- a. Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new variant Creutzfeldt-Jakob Disease (vCJD);
- b. the existence, suspected existence or threat of:
 - > Cholera;
 - > Highly Pathogenic Avian Influenza in humans;
 - > Rabies;
 - > any disease caused by the SARS-COV-2 virus or its variants; or
- c. the existence, suspected existence or threat (actual or perceived), of any infectious or transmissible disease with pandemic or epidemic potential determined or declared by either State, Territory or Federal Governments or the World Health Organisation to be quarantinable prior to, or at any time during, the Period of Cover or any extension thereof, including but not limited to:
 - > any disease determined to be a Public Health Emergency of International Concern (PHEIC);
 - > any disease determined to be a listed human disease under the Biosecurity Act 2015 (Cth) or similar legislative regime; or
 - > any mutation or variant of a disease stated above, or of a disease referred to in such legislation:

irrespective of whether the infectious or transmissible disease was discovered on Your business premises or elsewhere.

A reference to listed human disease will have the meaning found in any replacement definition, in any amendment, re-enactment, replacement or successor legislation, if there is no replacement definition the term will have the meaning of a term that is substantially similar in meaning as defined in or declared in any amendment, re-enactment, replacement or successor legislation.

Exclusions (continued)

Jurisdiction and Territorial Limits

- a. any event or any actual or alleged act, error, omission, conduct, Bodily Injury or damage to property happening outside of the Territorial Limitation stated in the Schedule; or
- b. any Claim, action or matter:
 - > brought in a court outside of the Jurisdiction Limitation stated in the Schedule;
 - > brought in any court to enforce a judgment handed down by a court outside of the Jurisdiction Limitation stated in the Schedule;
 - > where You have agreed to submit to the legal jurisdiction of a court outside of the Jurisdiction Limitation stated in the Schedule; or
 - > which We are prohibited from paying by law in the jurisdiction concerned:

Provided that:

clause a. shall not apply in respect of:

- i. Cover provided under this Policy for:
 - > Your Products exported to the United States of America or Canada without Your knowledge; or
 - > the presence of Your directors or Employees temporarily visiting the United States of America or Canada at Your direction but only to the extent that they are engaged in non-manual or non-supervisory work during such visit; or
- ii. Cover provided by additional benefits:
 - > 'Conferences, Training, Teaching' and/or
 - > 'Good Samaritans Acts'.

Loss of Use

loss of use of real or tangible property that has not been physically damaged, destroyed or lost as a result of:

- a. delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- b. the failure of Your Products to meet the level of performance, quality, fitness or durability warranted or represented by You.

Clause b. of this exclusion will not apply to loss of use of other real or tangible property, other than Your Products, if the loss or damage results from sudden and accidental physical loss, destruction of or damage to any of Your Products after Your Products have been put to use by any person or party other than You.

Nuclear Material

- a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- e. nuclear weapons material.

This exclusion will not apply to any claim under this Policy arising from the use of radioisotopes when used away from the place where they are made or produced and used solely for the purpose of medical, industrial or scientific services in the conduct of Your Business.

Pollution and/or Contamination

- a. the actual or threatened discharge, dispersal, release, seepage, migration or escape of any Pollutant or harmful substance into or upon any property, land, watercourse, body of water or the atmosphere;
- b. costs and expenses incurred in the prevention, removal, nullifying or clean-up of contamination or Pollutants or harmful substances caused by pollution into or upon any property, land, watercourse, body of water or the atmosphere; or
- c. the actual or threatened discharge, dispersal, release, seepage, migration or escape of any contamination, Pollutant or harmful substance occurring in the United States of America, Canada or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada:

Provided that:

- i. clauses a. and b. above will not apply if the discharge, dispersal, release or escape of any contamination, Pollutant or harmful substance was sudden, identifiable, unexpected and unintended and took place in its entirety at a specific time and place; and
- ii. in those circumstances Our maximum liability in connection with Pollutants or harmful substances for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Public Liability Limit of Liability amount stated in the Schedule or the Products Liability Limit of Liability amount stated in the Schedule.

We will not Cover You for more than one Limit of Liability for all such Claims.

Exclusions (continued)

Product Defect

damage to Your Products if the damage arises from:

- a. any defect contained within Your Products;
- b. Your Products' harmful nature or unsuitability for intended purpose; or
- c. Your Products' inherent ineffectiveness.

This exclusion will not apply to any resultant damage to third party goods caused by Your Products that are found to be defective, harmful, unsuitable or ineffective.

Product Recall

any recall, including but not limited to the withdrawal, inspection, repair, replacement, adjustment, removal, cost of investigation, disposal or loss of use of:

- a. any goods or products manufactured, sold, supplied or distributed by You; or
- b. any of Your Products or any other property of which Your Products form a part if Your Products are recalled or withdrawn from the market or from use because of any known or suspected defect or deficiency in Your Products.

Professional Liability

the rendering of or failure to render professional advice or services or any act, error, omission or conduct connected with the professional advice or service by You.

This exclusion will not apply in respect of Bodily Injury or Property Damage arising from the rendering or failure to render:

- i. professional advice or service given without charge by You in the conduct of Your Business; or
- ii. Good Samaritan Acts in the course of Your Business.

Property in Care, Custody or Control

any damage to property owned by, leased or rented to You or property in Your physical or legal control.

Railways, Tramways and Trolleybuses

the construction and/or operation and/or ownership and/or structural maintenance of railways, tramways or trolleybuses.

This exclusion will not apply if rail loops, spurs or sidings are owned or operated by You in connection with Your Business for the sole purpose of loading or unloading of Your Business stock, goods or Your Products.

Sanctions

the payment of any claim or providing You with any Cover or benefit exposing Us to any sanction, prohibition or restriction

under United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia.

If there is a conflict between this exclusion and any other provisions of this Policy, this exclusion will apply to the extent of any inconsistency.

Silica

the existence or presence of silica dust or silica fibres.

Terrorism

any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Property Damage, Bodily Injury or Advertising Liability or Claim or for any cost or expense including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

Vehicle

Your ownership, possession, or use by You of any Vehicle:

- a. which is registered or required to be registered under any legislation; and
- b. for which compulsory liability insurance or statutory indemnity is required by law whether or not such insurance has been effected or a statutory indemnity provided:

Provided that:

this exclusion will not apply to:

- i. Bodily Injury:
 - > directly or indirectly arising out of or in any way connected with a Vehicle which is not required to be registered and have compulsory third party insurance or similar statutory indemnity under any legislation;
 - > directly or indirectly arising out of or in any way connected with a Vehicle which is registered under legislation and by legislation is not required to have compulsory third party insurance or similar statutory indemnity and does not have compulsory third party insurance or similar statutory indemnity; or
 - > where the compulsory liability insurance or statutory indemnity does not provide indemnity and the reason why that indemnity is not provided does not involve a breach by You of legislation relating to Vehicles;
- ii. Bodily Injury or Property Damage caused by or arising out of the use of any Vehicle including any tool or plant forming part of or attached to or used in connection with such Vehicle whilst being operated by You or on Your behalf as a Tool of Trade;

Exclusions (continued)

- iii. liability caused by or arising out of the delivery or collection of goods to or from any Vehicle or during the loading and unloading of goods to or from any Vehicle; or
- iv. Property Damage to any Vehicle, or the contents thereof, not belonging to You, leased or hired by You or on loan or rented to You or used by You or on Your behalf or in Your custody or control while within a car park owned or operated by You for the purpose of parking:
but excluding any Vehicle or its contents in any part of a car park owned or operated by You or Your Business for fee or reward.

War or Appropriation

any war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Watercraft

Your ownership, use or operation of any Watercraft exceeding ten (10) metres in length, other than where the Watercraft is owned or operated by others and used by You for Business entertainment.

General Conditions

The following general conditions apply to this Policy. Please read them carefully. It is important that You follow these conditions.

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent permitted by the Insurance Contracts Act 1984 (Cth):

- > **We may cancel this Policy;** or
- > to the extent Our interests have been harmed by the non-compliance, We may **reduce any claim payment** or **refuse to pay any claim** under this Policy.

Alteration of Risk

This Policy Covers Your Business as You have represented it to Us. It is important for You to advise Us as soon as reasonably possible of any changes to the information You disclosed at the commencement or renewal of this Policy.

In particular, You should advise Us when there is a change in:

- > Your Business name,
- > the nature of Your Business activities;
- > Your address or the location of risk from where You conduct Your Business;
- > You or Your Business' products or services not previously disclosed to Us;
- > You or Your Business' financial status due to being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up; or
- > any other change to Your Business which You could reasonably be expected to know would increase the risk Covered under this Policy.

You should also advise Us if Your Business is sold or otherwise permanently discontinued.

When You advise Us of a change, We will assess whether and to what extent the change gives rise to an alteration to the risk in accordance with Our underwriting rules and processes.

If Our assessment is that the change alters the risk Covered under this Policy We may:

- > propose variations to the terms of this Policy; and/or
- > ask You to pay an additional Premium for changes that increase Your risk, or refund Premium to You for changes that reduce Your risk; and
- > if You agree, issue You with a revised Schedule.

If We do not agree to the change, or You do not accept any proposed variation to the terms of or Premium payable under this Policy, We may cancel Your Policy to the extent permitted by the Insurance Contracts Act 1984 (Cth).

If You do not advise Us about a change in the Business, Your Professional Services or of other changes in the risk

Covered under this Policy We may refuse to pay all or part of Your claim under this Policy to the extent permitted by the Insurance Contracts Act 1984 (Cth).

Cancellation

Right to Cancel

You may cancel this Policy at any time by notifying Us.

We may cancel this Policy when We are entitled to do so in accordance with the Insurance Contracts Act 1984 (Cth).

Premium Payment or Refund after Cancellation

In the event this Policy is cancelled:

- a. We will retain from the Premium You have paid to Us an amount that represents the period You were Covered by Us up to the date of cancellation and refund the balance of the Premium paid by You; and
- b. We may deduct from Your refund an amount that represents the costs incurred by Us that are reasonably related to the creation and termination of this Policy.

Premium Funding

When the Premium paid to Us for this Policy 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 We may, at the request of the premium funding company, and after substantiation of the debt and default in payment by You has been made and proven to Us, cancel this Policy by giving You not less than three (3) business days written notice to that effect following which a refund of the proportionate part of the Premium applicable to the unexpired Period of Cover will be made to the premium funding company.

Estates, Heirs, Legal Representatives

We agree to provide Cover to Your estate, heirs, representatives or assigns in the event of Your death, mental incapacity, insolvency or bankruptcy to the same extent as Cover would otherwise be available to You under this Policy.

Governing Law

Any dispute arising under this Policy will be determined by Australian courts and in accordance with the laws of the State or Territory of Australia in which this Policy was issued.

General Conditions (continued)

Hazardous Goods

You may only use and store hazardous goods that are usual to Your Business and You must use and store them in the manner and quantities permitted by law.

Inspection of and/or Access to the Business Premises

You are required to provide Us or any agent appointed by Us, including but not limited to loss adjusters and legal advisers, with reasonable access to inspect the Business premises:

- a. after We have accepted Your insurance or after any renewal of or alteration to this Policy; or
- b. if You make a claim under this Policy.

We will provide You with reasonable notice if We require an inspection of Your Business premises.

An inspection, the right to inspect or Our failure to inspect will not constitute an agreement or warranty or representation by us that the premises or any property in the premises is safe or complies with relevant laws.

Joint Insurance – Non-imputation

If this Policy Covers more than one of You:

- a. any misstatements or misrepresentations in Your Application or in any information provided for any alteration to or renewal of this Policy or failure to comply with the **duty of disclosure** by one of You will not be imputed to any other of You if that other of You is innocent of and had no prior knowledge of the misstatement, misrepresentation or failure to comply with the **duty of disclosure**; or
- b. a failure of one of You to comply with any provision of this Policy will not adversely impact the Cover provided to any other of You if that other one of You is innocent of the conduct and advises Us all the facts relating to the failure as soon as reasonably practicable after becoming aware of the failure.

Notices and Authorisation

If there is more than one of You Covered under this Policy the person or the legal entity stated in the Schedule as the Insured will be deemed the agent for the purposes of receiving notices for all other persons or entities Covered under this Policy.

We will send all notices to either Your last notified postal address or notified email address, as selected by You.

The Insured stated in the Schedule will also be authorised to act on behalf of all other persons or entities Covered in respect of all matters relating to this Policy.

Other Insurance

If a Covered claim could also be covered under another policy of insurance (not issued by Us), We reserve Our right to seek contribution from the other insurer. At Our request, You and/or any other person or party entitled to Cover must give Us written notice of any insurance that may cover part or all of the claim.

Premiums

Premium Adjustment

If any Premium paid for Cover under this Policy has been calculated on information provided by You, You are required to:

- a. keep records of that information; and
- b. if requested by Us, provide Us with that information within thirty (30) days or as soon as reasonably practicable.

We may use that information to calculate any additional Premium payable to Us or refund of Premium payable to You because of the Premium adjustment.

We will not refund any Premium to You if any Premium on this Policy remains unpaid but may use the refund to reduce any Premium amount due to Us for this Policy.

Premium Payment

The Cover provided under this Policy does not commence until You have paid or have agreed to pay Your Premium to Us for the Period of Cover. Payment of all Premiums must be made in Australian currency.

Reasonable Precautions

You are required to take all reasonable actions and/or precautions to:

- a. comply with all laws and regulations imposed by any government statutory authority for the safety of property or persons;
- b. take all reasonable actions and/or precautions to maintain the Business property in good order and condition;
- c. take all reasonable actions and precautions for the protection and safety of others; and
- d. only employ competent agents, contractors, Employees and Voluntary Workers who also comply with clauses a., b. and c. above.

Waiver of Rights and Recovery

We have not waived any provision unless we clearly stated in writing that the provision is waived by Us.

We will not pay a claim under this Policy if:

General Conditions (continued)

- i. You have agreed not to recover from any person, party or corporation liable to compensate You for liability; or
- ii. You have agreed under any contract, lease or similar agreement to limit or exclude any right of recovery against any third party who would otherwise be liable to compensate You with respect to that liability.

Claims Conditions

The following claims conditions apply to this Policy. Please read them carefully. It is important that You follow these conditions.

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent permitted by the Insurance Contracts Act 1984 (Cth):

- > **We may cancel this Policy;** or
- > to the extent Our interests have been harmed by the non-compliance, We may **reduce any claim payment** or **refuse to pay any claim** under this Policy.

Admission or Authorisations

You must not make any admission, promise or offer to:

- a. settle or indemnify a loss; or
- b. rectify, repair or reinstate any damage:

in connection with any Claim or any fact, matter or circumstance that might give rise to a Claim, whether or not that Claim, fact, matter or circumstance has been notified to Us, without Our prior written consent. We will not unreasonably withhold or delay providing Our consent.

Claim Notification

You must as soon as reasonably practicable provide Us with:

- a. notice of any liability or claim made against You; and
- b. all correspondence and/or notice of any proceedings in relation to any claim under this Policy and forward to Us every communication, Writ or Summons or other court pleading after receipt by You.

Claim Control and Legal Proceedings

In Your name, We may take over and have full discretion in the conduct of the defence, prosecution or settlement of legal proceedings of any Claim or in the exercise of Our rights of recovery or subrogation.

We will exercise such rights in accordance with Claims Conditions – 'Defence of Claims'.

Claim Cooperation

You are required to provide to Us any reasonable assistance We need to investigate, defend or settle any claim under this Policy, including but not limited to:

- a. Your cooperation in assisting Us to handle any claim under this Policy on Your behalf, the gathering of all relevant information, and Your attendance at court to give evidence; and
- b. at Your own expense, Your provision of any books of account and other business books, computer records and other documents, proofs, information, explanations and

other evidence We may reasonably require for the purpose of responding to a claim under this Policy.

Claim Payments in Australian Currency

We will only make payment of claims Covered under this Policy in Australian currency.

Defence of Claims

Appointment of Senior Counsel

If You and We do not agree that a Claim against You should be defended, the decision whether to defend the Claim or not can be decided by obtaining advice from Senior Counsel.

You and We will agree to the appointment of an independent Senior Counsel to provide the advice. If You and We cannot agree on the Senior Counsel to be appointed, We will seek a nomination from the President of the Law Society of the State or Territory in which this Policy has been issued.

The cost of the advice will be paid by Us as part of Your Cover for Defence Costs.

In deciding whether to defend a Claim, Senior Counsel will be requested to consider the following factors:

- > the likely cost of defending the Claim;
- > the prospects of successfully defending the Claim;
- > the economics of the matter;
- > the likely awards or damages; and
- > the likely costs that could be recovered from the third party.

Recommended Settlement

If Senior Counsel and We recommend settlement of a Claim made against You and You choose to continue to defend the matter, any further defence will be at Your own cost and We will only be liable for the amount Senior Counsel advised the matter could reasonably have been settled for and Defence Costs incurred up to the time Senior Counsel and We recommended settlement.

Excess

You are required to contribute or bear the applicable Excess amount stated in the Policy wording or the Schedule in respect of any claim under this Policy.

Our liability to make any payment in respect of a claim will be limited to that part of the claim above the Excess.

Claims Conditions (continued)

GST and Claim Payments

You are required to advise Us of Your correct Input Tax Credit percentage if You are registered as a business and have an Australian Business Number (ABN). **We will not pay** for any GST liability arising from Your incorrect advice of Your Input Tax Credit percentage.

If We make a payment under this Policy as compensation instead of as a payment for a relevant acquisition of goods, services or other supply, **We will reduce the amount** of the payment by the amount of any Input Tax Credit that You would have been entitled to had the payment amount been used to acquire the goods, services or other supply.

If We pay Defence Costs or any other costs or expenses on Your behalf or incurred by You with Our prior consent in relation to any claim under this Policy, **We will not pay** or reimburse the amount of GST included in those costs or expenses to the extent that You are entitled to Input Tax Credits in relation to the costs and expenses.

If the Limit of Liability amount or other limits under this Policy are not sufficient to Cover Your claim under this Policy, **We will only pay** the respective proportion of the relevant GST amount that relates to the amount of Our settlement of Your claim under this Policy.

Legal Proceedings and Waiver of Legal Privilege

Legal practitioners and other representatives retained by Us to act on Your behalf, or on behalf of any other Insured, are permitted at all times to disclose to Us any information obtained in the course of acting in that capacity. You and any other person or party Covered under this Policy agree to waive any claim to legal professional privilege in respect of that information. We may rely on that information to determine Our obligation to provide Cover under this Policy.

Loss Minimisation

You are required to take all reasonable actions necessary to prevent further liability following any event that has caused or may lead to any claim under this Policy.

Our Right to Recovery

If We make a payment to You or on Your behalf in respect of any claim under this Policy, We will have the right to recover, subrogate or obtain contribution from any person or party whom We consider liable at law for the liability, and We will be entitled to all Your rights of recovery against that person or party and to take that action in Your name.

You are required to provide Us with any reasonable assistance We need to enforce these rights and remedies or to obtain indemnity from any other party.

Preservation of Evidence

You are required to take all reasonable actions necessary to retain and preserve any damaged or defective appliances, machinery, plant or other things that might be needed or useful as evidence in connection with any claim under this Policy. You should not alter or repair these items without Our prior consent, unless that repair is reasonably necessary to ensure the safety of property or people.

Definitions

This Policy has words and terms with special meanings. These defined words or terms are shown with a capital letter at the start of each word. Please read all definitions carefully.

Advertising Liability

means any:

- a. infringement of copyright, passing off of a title or slogan;
- b. invasion of privacy;
- c. libel, slander or defamation; or
- d. piracy or misappropriation of advertising ideas or style of doing business;

arising from any advertisement in the course of advertising activities for Your Business.

Aircraft

means any craft or object designed or intended to move through air, space or atmosphere other than model aircraft.

Application

means the information provided by You or on Your behalf and submitted to Us when applying for this Policy and that We have relied on when agreeing to issue this Policy.

Australia, Australian

means the States and Territories of Australia.

Bodily Injury

means:

- a. bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of a spouse or partner's support, cooperation, aid and companionship resulting from any of them; or
- b. the physical or mental effects of:
 - > assault and battery not committed by or at the direction of You unless committed for the purpose of preventing or elimination of danger to persons or property;
 - > false arrest, wrongful detention or imprisonment or malicious prosecution;
 - > invasion of privacy;
 - > libel, slander or defamation of character; or
 - > wrongful entry or wrongful eviction to or from any premises.

Bodily Injury if relating to a latent illness, a latent disease or a latent disability will be deemed to have happened at the time when that illness, disease or disability was first medically diagnosed.

Business

means all the activities involved in Your business stated in the Schedule, including:

- a. canteen, social club, social sports, welfare, child care, first aid or medical care, fire and emergency services provided for the benefit of Your Employees or voluntary workers; or
- b. private work undertaken by Your Employees for any of Your directors or senior executives.

Claim

means:

- a. a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim, or third or similar party notice served on You seeking compensatory damages and costs; or
- b. a written or verbal demand for compensatory damages and costs made by a third party against You.

Computer

means:

- a. any hardware, software, communications system, electrical or electronic device, including but not limited to:
 - > smart phone;
 - > laptop;
 - > tablet;
 - > wearable device;
 - > server;
 - > cloud;
 - > microcontroller; or
 - > any similar system;
- b. any configuration of items described in a. above; or
- c. any associated input, output, data storage device, networking equipment or back up facility.

Computer Virus

means an executable program or computer code segment that is self-replicating, requires a host program or executable disk segment in which it can be contained, and which destroys or alters the host program or other computer code or data causing undesired program or computer system operation including but not limited to a virus initiated or otherwise introduced by firmware, shareware, malware, spyware, ransom-ware, Trojan or similar computer program that can replicate itself from one computer to another and which typically may cause harm to computer systems.

Definitions (continued)

Cover, Covers, Covered

means the indemnity provided under this Policy.

Cyber Act

means any:

- a. criminal or malicious act or conduct; or
- b. unauthorised act or conduct:
 - > intended to cause loss, damage, harm or liability; or
 - > committed with reckless disregard for the consequences thereof;

directly or indirectly arising out of or in any way connected with:

- i. access, use, misuse, corruption, disruption, distortion, theft, loss, damage, erasure, misappropriation, modification or disclosure of any Computer or Electronic Data, or threat thereof; or
- ii. Malware; or
- iii. Social Engineering Fraud.

Cyber Event

means any:

- a. Cyber Act; or
- b. Cyber Incident.

Cyber Incident

means any:

- a. accidental, non-malicious, unintentional or unexpected access, use, disruption, corruption, loss, damage or disclosure of; or
 - b. failure, malfunction, act, error or omission:
 - > by You; or
 - > by or of any Computer;
- resulting in any:
- i. error in processing, creating, amending, entering, deleting, using or accessing;
 - ii. inability or failure to receive, send or operate; or
 - iii. disruption, corruption, loss, damage or disclosure of;

any Computer or Electronic Data:

but does not include any Cyber Act.

Defence Costs

means the necessary and reasonable legal costs and expenses incurred by Us or by You with Our prior written consent in the investigation, defence or settlement of a Claim

Covered under this Policy or in respect of the Cover provided under any of the additional benefits Covered under this Policy.

Any legal costs incurred by Us or by You in determining whether there is Cover provided to You under this Policy will not form part of Defence Costs.

Electronic Data

means facts, concepts, code and any other information of any kind that is recorded, stored or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer.

Employee

means a natural person who has at any time entered into a contract of service or apprenticeship with You and/or for whom You are required by virtue of workers' compensation or similar legislation to effect workers' compensation insurance cover.

Endorsement

means a written notification given to You by Us that details changes to Your Cover under this Policy.

Excess

means the amount of money You must contribute or bear for each claim which is Covered under this Policy.

The Excess is stated in the Schedule.

Where the Excess is stated as being 'costs exclusive' We will not apply the Excess to Your own Defence Costs but You will be required to pay the Excess amount in respect of any payment of compensation and/or the claimant's own legal costs and expenses.

Where the Excess is stated as being 'costs inclusive' You will be required to pay the Excess amount in respect of any payment of compensation, the claimant's legal costs and expenses and Your own Defence Costs.

Good Samaritan Acts

means the rendering of or failure to render first aid and assistance in an emergency situation or accident to stabilise an injured person or to prepare the injured person for transfer to a medical facility or other place and where You are in attendance as a bystander or passer-by and where there is no expectation of payment or other reward for the rendering of that first aid or assistance.

GST and GST Act

means goods and services tax as defined within the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act).

Definitions (continued)

Input Tax Credit has the same meaning as it has in the GST Act.

Hovercraft

means any vessel, craft or device that uses a cushion of air provided by a downward thrust to travel over water and land.

Incidental Contract

means:

- a. any written rental agreement, lease or licence of real property not requiring an obligation to insure property or to be liable at law regardless of fault; or
- b. any written contract with any party responsible for the supply of electricity, fuel, gas, water, sewerage, waste removal services or telecommunications other than those contracts in connection with work done for those entities by You.

Limit of Liability

means the maximum amount We will pay under this Policy as stated in the Schedule inclusive of all amounts provided for in any relevant additional benefit under this Policy.

Malware

means any code designed to:

- a. erase, deny access to or corrupt data, including but not limited to ransomware and Computer Virus;
- b. damage or disrupt any network or system; or
- c. circumvent any network security product or service.

Occurrence

means an event or series of events which results in Bodily Injury, Property Damage or Advertising Liability You do not expect or intend.

All Bodily Injury or Property Damage arising out of continuous or repeated exposure to substantially similar general conditions will be treated as one Occurrence.

All Advertising Liability arising out of the same material or act regardless of any repetition or the number and kind of media used and/or the number of claimants involved will be treated as one Occurrence.

Period of Cover

means the period of time stated in the Schedule We agree to Cover You for under this Policy, unless this Policy is cancelled.

If this Policy is cancelled, the Period of Cover will end on the effective date of the cancellation.

Policy

means the policy wording, the Schedule including any Endorsements, and any addendum attached to the Schedule.

Pollutant

means any solid, liquid, bacterial, viral, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Premium

means the payment You make to Us for this Policy or for an alteration to this Policy and includes all applicable government or statutory taxes and charges including GST.

Principal

means the sole practitioner or a partner of a partnership firm or a director of the legal entity stated as the Insured in the Schedule.

Products Liability

means the Cover under this Policy for Your legal liability to pay compensation arising from, or connected with, Your Products:

but does not include Public Liability.

Property Damage

means:

- a. physical damage to or loss of or destruction of real or tangible property including any resulting loss of use of that property; or
- b. loss of use of real or tangible property that has not been physically damaged, lost or destroyed provided the loss of use is caused by an Occurrence:

but does not include damage to or destruction of or loss of use of Electronic Data.

In the event of a Claim arising from latent damage or from the exposure of tangible property to gradual deterioration and eventual damage, the Property Damage will be deemed to have occurred on the day the deterioration or damage was first discovered.

Public Liability

means Cover under this Policy for Your legal liability to pay compensation arising from, or connected with, Your Business:

but does not include Products Liability.

Definitions (continued)

Schedule

means the schedule issued by Us containing details of Cover specific to You, including but not limited to:

- > Your Policy number;
- > the Period of Cover;
- > details of the Cover You have selected;
- > Limits of Liability and other limits of Your Cover;
- > any Excesses You must pay; and
- > any Endorsements attaching to this Policy.

Your Schedule attaches to and forms part of this Policy.

Social Engineering Fraud

means any fraudulent or dishonest instruction to You or anyone acting on Your behalf, that is represented as or appears to be coming from a legitimate or trusted source or person with apparent authority to make that instruction and which results in You or anyone acting on Your behalf:

- a. transferring, paying or delivering money, being physical currency or electronic funds, or securities from an account maintained by You;
- b. transferring or delivering property, being physical or intangible property; or
- c. providing access to or disclosing personal, sensitive or confidential information;

to another person or party not being the intended recipient.

Subsidiary Company

means any entity incorporated and domiciled in Australia that is deemed by any applicable legislation or law to be a subsidiary of the corporate entity stated in the Schedule.

Territorial Limits

means the Territorial Limitation stated in the Schedule and subject to exclusion 'Jurisdiction and Territorial Limits':

but does not mean those countries, states or territories that require insurance to be provided by an insurer or organisation licensed in that country, state or territory to provide insurance.

Terrorism

means an act, including but not limited to the use and/or threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Tool of Trade

means any Vehicle that has any tool or plant forming part of or attached to the Vehicle or used in connection with any Vehicle while that tool or plant is in operation for the purpose of the Business.

Vehicle

means any type of machine on wheels, on skis or on self-laid tracks designed to be moved other than by manual or animal power and includes any trailer while attached to a Vehicle:

but does not include motorised wheelchairs, electric wheelchairs, electric scooters, bicycles or Vehicles not requiring registration or compulsory third party insurance by virtue of any legislation.

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.

We, Us, Our

means Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence No. 233791, of 171 Collins St, Melbourne Victoria 3000.

You, Your, Insured

means:

- a. the person stated in the Schedule as the Insured; and/or
- b. the legal entity stated in the Schedule as the Insured including all of its:
 - > current or former partners, Principals, directors, officers and Employees, work experience personnel or volunteers whilst such persons are acting on Your behalf; and
 - > prior corporate entities through which it has previously traded; and
 - > Subsidiary Companies which were in existence at the commencement of the Period of Cover; and
- c. Subsidiary Companies acquired or created by You during the Period of Cover;

Provided that:

- i. We are given written notification within thirty (30) days of the acquisition or creation; and
- ii. We will only Cover the Subsidiary Company for a period in excess of thirty (30) days of the acquisition or creation if We agree in writing to do so and You pay any additional Premium We may require; and
- d. any principal (other than a Principal of the entity stated in the Schedule as the Insured) in respect of that principal's

Definitions (continued)

vicarious liability for the acts, errors, omissions or conduct of any person or entity stated in the Schedule as the Insured in the performance by them of work for that principal under contract **but only to the extent** of the Cover and Limit of Liability provided under this Policy.

Your Products

means anything, after it has ceased to be in Your physical or legal control, that has been:

- a. altered, repaired, serviced or treated;
- b. assembled or installed;
- c. constructed, erected or renovated;
- d. exported or imported;
- e. grown, extracted, manufactured, processed or produced;
or
- f. sold, supplied or distributed;

by You or on Your behalf in the course of Your Business, including:

- > discontinued products;
- > product labels, packaging or containers;
- > the design, specification or formula of any product; and
- > directions, instructions and advice provided or not provided in connection with those products.



Who is the Insurer?

This Policy is underwritten by Guild Insurance Limited ABN 55 004 538 863 and AFS Licence No. 233791 trading as Acerta.

Effective date: 7 March 2026

1300 223 782
[acerta.com.au](https://www.acerta.com.au)

ACT420900 Acerta Broadform Liability Insurance 03/2026

Underwritten by
 **Guild**
INSURANCE