



POLICY

Property Owners Liability Insurance Policy

PROPERTY OWNERS LIABILITY INSURANCE POLICY

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PROPERTY OWNERS LIABILITY INSURANCE POLICY

IMPORTANT INFORMATION

The Policy and Schedule

Please read this Property Owners Liability Insurance Policy and the Schedule carefully and contact Ensurance Underwriting Pty Ltd (Ensurance) if there is anything You do not understand.

Ensurance Pty Ltd, PO Box 523 Milsons Point NSW 1565.

The information contained in the Schedule sets out the covers that You have selected, including the Limits of Liability. We rely on the information contained in the proposal form(s) You submitted and any other written or on-line statements or applications made by You or anyone acting on Your behalf.

Your Policy

Your Property Owners Liability Insurance Policy consists of the terms, Conditions and Exclusions contained within this document, together with the Schedule and any endorsements We give You. This Policy is a legal contract between You and Us.

When You pay the Premium, We will provide You with the cover You have chosen as set out in this Policy, during the Period of Insurance. The Excesses set out in the Schedule apply to all claims except where otherwise stated.

Please read Your Policy carefully, and satisfy Yourself that it provides the cover You require. If You want more information about any part of Your Policy, please contact Ensurance.

You should keep Your Policy in a safe and convenient place for future reference.

Your Duty of Disclosure

Under the Insurance Contracts Act 1984, You have a Duty of Disclosure. You are required before You enter into, renew, vary, extend or reinstate Your Policy, to tell Us everything You know and that a reasonable person in the circumstances could be expected to know, that is relevant to Our decision whether to insure You, and if so, on what terms.

You do not have to tell Us about any matter:

- (a) that diminishes the risk,
- (b) that is of common knowledge,
- (c) that We know or should know in the ordinary course of Our business as an insurer,
- (d) which We indicate We do not want to know.

Non-Disclosure

If You fail to comply with Your Duty of Disclosure, We may be entitled to reduce Our liability under this Policy in respect of a claim or may cancel this Policy. If Your non-disclosure is fraudulent, We may also have the option of avoiding this contract from its beginning.

Preventing Our Right of Recovery

Our liability to You for a loss under this Policy may be excluded or limited if You enter into an agreement that excludes or limits

Your or Our rights to recover monies from any other person in respect of that loss. This applies to an agreement before or after You enter into this Policy and before or after the loss.

Other Party's Interest

You must tell Us about all parties (e.g. financiers, lessors) to be covered by this Policy. We will protect their interests only if You so nominate them and have them noted on the Schedule.

Excesses

You will pay an Excess for every claim You make under this Policy.

The Excess operates as a deductible, where the amount of the excess forms part of the Limit of Liability. This means that the maximum amount payable under this Policy are the Limits of Liability minus the Excess.

Any Excess will become payable by You progressively as the costs are incurred by Us, up to the full amount of Excess as stated in the Schedule.

Excesses apply as stated in the Schedule.

Goods and Services Tax (GST)

The amount of premium payable by You for this Policy includes an amount on account of the GST. You must advise Us of Your correct Australian Business Number and Your entitlement to an Input Tax Credit on Your premium.

When We pay a claim, We will reduce the GST amount payable by the amount of any Input Tax Credits to which You are entitled for any Acquisition relevant to a claim, or to which You would have been entitled should You have made a relevant Acquisition. Any GST liability arising from Your incorrect advice is payable by You.

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

Privacy

The Privacy Act 1988 (as amended) and the Australian Privacy Principles regulate the way businesses can collect, handle, use, keep secure and disclose personal information. Both Ensurance and We are bound by the Privacy Act 1988, when collecting and handling Your personal information. Ensurance and We have developed their own respective Privacy Policies which explain what sort of personal information is held about You and how it will be collected, handled, used and disclosed.

Both Ensurance and We will (at the beginning and during the term of Your Policy) collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance Policy, including any claims You make.

Both Ensurance and We may need to disclose Your personal information to Our reinsurers, insurance intermediaries, insurance reference bureaux, credit reference agencies, business advisers and those involved in the claims handling process (including assessors and investigators), for the

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purposes of assisting in providing relevant services and products, or for the purposes of litigation. Such parties may be in Australia or overseas, including in the United Kingdom,

Germany and the United States of America, but these may vary from time to time.

Both Ensurance and We may disclose Your personal information to people listed as co-insured on Your Policy and to family members or agents authorised by You. Both Ensurance and We may also disclose Your personal information to organisations which conduct customer service surveys on Our behalf.

If You do not provide Your personal information to both Ensurance and Us, We may not be able to issue insurance cover to You or process Your claim.

You have the opportunity to find out what personal information both Ensurance and We hold about You, and when necessary, correct any errors in this information, as set out in the Privacy Policies for both Ensurance and Us. You also have the opportunity to complain to Ensurance and Us if You believe there has been a breach of the Australian Privacy Principles in relation to Your personal information. The Privacy Policies contain information about how You can make a complaint about a breach of privacy, and how that complaint will be dealt with.

For further information about the Privacy Policies or to access or correct Your personal information, please contact The Compliance Manager, Ensurance, PO Box 523 Milsons Point NSW 1565. Telephone: (02) 9806 2000 or Fax: (02) 9806 2099 or go to the Ensurance website www.ensuranceunderwriting.com.au for details of and for copies of the Privacy Policies. Alternatively, You may contact the Insurer as stated in Your Schedule.

General Insurance Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from claims adjusted outside Australia. Underwriters at Lloyds proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

For further information on the Code, please visit www.codeofpractice.com.au

Dispute Resolution

Both Ensurance and We will do everything possible to provide a quality service to You. However, both Ensurance and We recognise that occasionally there may be some aspect of service or decision making made that You wish to query or raise.

Ensurance has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaints within pre agreed guidelines.

If You would like to make a complaint or access the internal dispute resolution service please contact The Compliance Manager, Ensurance on 02 9806 2000.

For more information concerning the internal disputes procedure please go to: www.ensuranceunderwriting.com.au.

In all cases any complaint or dispute should first be referred to Ensurance via the details above or the administrator handling Your claim. However in the unlikely event that this does not resolve the

matter or You are not satisfied with the way Your complaint has been dealt with and the complaint relates to a Section of the Policy where an Insurer who is a Lloyds Underwriter appears in the Schedule, You should write to:

Lloyds Underwriters' General Representative in Australia

Level 9, 1 O'Connell Street,

Sydney NSW 2000

Telephone: 02 8298 0783

Facsimile: 02 8298 0788

Email: ldraustralia@lloyds.com

who will refer Your dispute to Policyholder & Market Assistance at Lloyds.

Complaints that cannot be resolved by the Policyholder & Market Assistance may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaint process.

Jurisdiction and Service

This Policy is underwritten by certain Underwriters at Lloyds. Those underwriters agree that:

- i. In the event of a dispute arising under this Insurance, the Underwriters at the request of You will submit to the Jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- ii. Any summons notice or process to be served upon Underwriters may be served upon:

Lloyds General Representative in Australia

Level 9, 1 O'Connell Street,

Sydney NSW 2000

Who has authority to accept service and to enter an appearance on the Underwriters behalf and who is directed at the request of You to give a written undertaking to You that he will enter an appearance on the Underwriters' behalf.

- iii. If a suit is instituted against any one of the Lloyds Underwriters, all Lloyds Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to Ensurance.

Several Liability Notice

The subscribing insurers (Our) obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers (Us) are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

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DEFINITIONS

When used anywhere in this Policy the following definitions shall apply:

Aircraft

Any vessel, craft or object made or intended to fly or move in or through the atmosphere or space.

Advertising Injury

Any unintentional:

1. libel, slander, defamation;
2. infringement of copyright or passing off of title or slogan;
3. piracy, unfair competition, idea misappropriation or invasion of rights of privacy;
4. breach of the misleading or deceptive conduct provisions of any consumer protection legislation or similar legislation of any country, state or territory,

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

Business

All of Your activities and operations associated with Your Business described in the Schedule and including the ownership and tenancy of premises, and the provision of management of canteen, social sports, welfare or child care organisations for Your employees and internal first aid, fire and ambulance services.

Ensurance

Ensurance Underwriting Pty Ltd ABN 21 158 973 365 AFSL 429874

Employment Practices

Any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment of any person or persons by You.

Excess

The amount shown in the Schedule which You will be responsible for in respect of each claim.

Hovercraft

Any vessel, craft or thing made or intended to transport persons or property over land or water supported on a cushion of air.

Insured

The entity named in the Schedule as the Insured.

Limit of Liability

The applicable Limit of Liability specified in the Schedule.

Mould, Mildew, Fungus

Includes but is not limited to any form or type of mould, mildew, mushroom yeast or bio-contaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any fungus/fungi.

Occurrence

An event which results in Personal Injury and/or Property Damage and/or Advertising Injury that is neither expected nor intended from Your standpoint. All Personal Injury and/or

Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence.

All Advertising Injury arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one Occurrence.

Period of Insurance

The duration of this Policy as stated in the Schedule.

Personal Injury

- (a) bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury including loss of service resulting therefrom;
- (b) false arrest, wrongful detention, false imprisonment, malicious prosecution, humiliation or discrimination;
- (c) wrongful entry or eviction or other invasion of the right to private occupancy;
- (d) a publication or utterance of a libel or slander or other defamatory, disparaging or derogatory material;
- (e) assault and battery not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons and/or property.

Policy

This document, the Schedule, and any endorsements, are incorporated and shall be read as one.

Pollutants

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

Premium

The amount payable for this Policy. It includes all relevant government charges and tax.

Products

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

Property Damage

- (a) physical damage to, or loss or destruction of tangible property including any resulting loss of use of that property; or
- (b) loss of use of tangible property which has not been physically damaged lost or destroyed provided such loss of use is caused by damage to other tangible property.

Schedule

The Schedule or any future Schedule issued by Us as a replacement thereof.

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Territorial Limits

Anywhere within Australia or its territories.

Vehicle

Any type of machine on wheels or self-laid track made to be propelled by other than manual or animal power, and any trailer or other attachment made or intended to be drawn by any such machine.

Watercraft

Any vessel, craft or object made or intended to float on or in or travel on or through or under water.

We, Us, Our

The Insurer named in the Schedule.

You, Your

- (a) The Insured specified in the Schedule.
- (b) All the subsidiary companies (now or subsequently constituted) of the Insured specified in the Schedule provided their places of incorporation are within Australia or any territory of Australia.
- (c) Every director, executive officer, employee, partner or shareholder of one of the Insured parties designated in paragraphs (a) or (b) but only whilst acting within the scope of their duties in such capacity.
- (d) Every principal, in respect of that principal's vicarious liability for the acts or omissions of any other party insured under this Policy in the performance by them of work for that principal, but subject always to the extent of coverage and the Limit of Liability provided by this Policy.
- (e) Every officer bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with Your consent (other than a party designated in paragraph (d) or (f) in respect of claims arising from their duties connected with the activities of any such club, organisation or service).
- (f) Each partner, joint venturer, co-venture or joint lessee of the Insured specified in the Schedule but only with respect to liability incurred in the partnership, joint venture, co-venture, or joint leases.
- (g) Any directors or senior executives of the Insured in respect of private work undertaken by employees of the Insured for such director or senior executive.

You, Your does not include the interest of any other person other than as described in (a) to (g) above.

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LEGAL LIABILITY

respective territories and protectorates or any other territory

SCOPE OF COVER

Public Liability

We will pay up to the Limit of Liability:

- (a) all sums which You become legally liable to pay by way of compensation; and
- (b) all costs awarded against You,

in respect of Personal Injury and/or Property Damage and/or Advertising Injury happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with the carrying out of Your business specified in the Schedule.

Products Liability (applies where indicated on the Schedule as being operative).

We will pay up to the Limit of Liability:

- (a) all sums which You become legally liable to pay by way of compensation; and
- (b) all costs awarded against You,

in respect of Personal Injury or Property Damage happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with Your Products.

Defence of Claims

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

- (a) defend in Your name and on Your behalf any claim or legal action against You seeking damages on account of Personal Injury and/or Property Damage and/or Advertising Liability even if the action is groundless, false or fraudulent, and We will investigate, negotiate and settle any claim or legal action as We see fit;
- (b) pay all legal costs and expenses incurred by Us and all interest accruing after judgment until We have paid, tendered or deposited in court such part of the judgment as does not exceed the Limit of Liability;
- (c) reimburse You for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with Our consent;
- (d) pay reasonable expenses incurred by You for first aid to others at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973).

Provided that:

- (a) We will not be obliged to pay any claim or judgment or to defend any claim or legal action if the Limit of Liability has been exhausted by payment of judgments or settlements.
- (b) If a payment exceeding the Limit of Liability has to be made to dispose of a claim, Our liability to pay any costs, expenses and interest under this Policy will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim.

The amount thus incurred, except payments in settlement of claims, suits and all costs awarded against You, are payable by Us in addition to the Limit of Liability except in respect of any claims made or actions taken in the USA or Canada and their

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coming within the jurisdiction of the courts of these countries where the Limit of Liability shall apply inclusive of all costs and expenses as set out in 'Defence of Claims' in this Policy.

Limit of Liability

Our maximum liability in respect of any one Occurrence will not exceed the Limit of Liability.

In relation to Products Liability, Our maximum liability in respect of any one Occurrence and in the aggregate for all Personal Injury or Property Damage occurring during any one Period of Insurance shall not exceed the Limit of Liability shown in the Schedule.

EXCLUSIONS

The following exclusions apply to this Policy.

This Policy does not cover liability in respect of:

Advertising Liability

- (a) any statement made at Your direction with knowledge that such statements are false.
- (b) any failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract.
- (c) any incorrect description of Products or services.
- (d) any mistake in the advertised price of Products or services.
- (e) failure of Your Products or services to conform with advertised performance, quality, fitness or durability.
- (f) any Insured whose principal occupation or Business is advertising, broadcasting, publishing or telecasting.

Aircraft, Hovercraft and Watercraft

claims arising out of the ownership, maintenance, operation or use by You of:

- (i) any Aircraft or hovercraft, or
- (ii) any Watercraft exceeding 10 metres in length.

Aircraft Products

any Products that are Aircraft or Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which are incorporated in an Aircraft.

Alterations and Additions

any liabilities arising directly or indirectly out of or caused by or in connection with:

- (i) the erection, demolition, alteration of and/or addition to buildings by or on behalf of You except an erection, demolition, alteration of and/or addition to buildings not exceeding a total cost of \$250,000, and/or
- (ii) demolition of a building or structure exceeding 10 metres in height

Asbestos

liability resulting from the presence, existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

Assault and Battery

any liability directly or indirectly arising out of:

- (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by You; or any
- (ii) sexual assault, sexual harassment, sexual molestation or rape.

Contractual Liability

any obligation assumed by You under any agreement or contract except to the extent that:

- (a) the liability would have been implied by law;
- (b) the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges You to effect insurance or provide indemnity in respect of the subject matter of that contract;
- (c) the liability is assumed by You under a warranty of fitness or quality as regards to Your Products.
- (d) the liability is assumed under a contract that is usual to Your Business specified in the Schedule.

Employment Liability

Personal Injury imposed:

- (a) by any workers compensation law,
- (b) by the provision of any industrial award, agreement or determination or any contract or employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination or contract of employment or workplace agreement, or provided that if You are:
 - (i) required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury, or
 - (ii) not required to so insure or otherwise fund such liability by reason only that the Personal Injury is to a person who is not a worker or employee for the purposes of the relevant worker's compensation laws or the Personal Injury is not an injury which is subject to such law,

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

There is no cover under this Policy for and in respect of Employment Practices.

Exports to the USA or Canada

Personal Injury or Property Damage caused by or arising out of Your Products exported to United States of America or the Dominion of Canada or any territory coming within the jurisdiction of the courts of the United States of America or the

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Dominion of Canada.

Faulty Workmanship

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

Fines, Penalties or Liquidated Damages

fines, penalties or liquidated damages imposed by law.

Game, match, race, practice or trial.

Personal Injury to or Property Damage of any participants of any game, match, race, practice or trial.

Information Technology Hazards, Computer Data, Program and Storage Media

- (a) liability in respect of Personal Injury or Property Damage arising, directly or indirectly, out of, or in any way involving Your internet operations; or
- (b) Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - (i) the use of any computer hardware or software;
 - (ii) the provision of computer or telecommunication services by You or on Your behalf; or
 - (iii) the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

But this Exclusion does not apply to:

- (c) Personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced in its site; or
- (d) liability which arises irrespective of the involvement of Your internet operations.

Nothing in this Exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this Exclusion.

Libel and slander

the publication or utterance of a libel or slander:

- (a) made prior to the commencement of the Period of Insurance; or
- (b) made by You or at Your direction with knowledge of its falsity; or
- (c) related to advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

Loss of Use of Tangible Property

the loss of use of tangible property which has not been physically damaged or destroyed resulting from:

1. A delay in or lack of performance by or on behalf of You of any contract or agreement; or
2. The failure of any Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You but this Exclusion does not apply to loss of use of other tangible property directly or indirectly caused by, arising out of or in any way connected with or resulting from the sudden

and accidental physical damage to or destruction of the Products after such Products have been put to use by any person or organisation other than You.

Mould, Mildew, Fungus

any liability directly or indirectly arising from Mould, Mildew and Fungus including:

- (i) Personal Injury, Property Damage, or medical payments arising out of, resulting from, caused by, contributed to or in any way related to the existence, inhalation or exposure to any Fungus/fungi and/or spore(s);
- (ii) any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any Mould, Mildew, Fungus or spore(s); or
- (iii) any obligation to share with or repay any person, organisation or entity related in any way to items (i) and (ii) above regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the Personal Injury or Property Damage.

Nuclear Risks

any Liability arising out of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel, or
- (ii) nuclear weapons material.

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

Pollution

- (a) Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.
- (b) any cost or expense incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage.
- (c) the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.
- (d) the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants in the USA or Canada or in any country to which the laws of the USA or Canada apply.

Our liability under clauses (a) and (b) above in respect of any one discharge, dispersal, release, migration or escape and for all discharges, dispersals, releases, seepage and escape of

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Pollutants during any one Period of Insurance will not exceed the Limit of Liability.

footpaths. This includes but is not limited to the clearance of vegetation.

Products

Property Damage to Your Products or work completed by or for You or for any costs or expenses incurred in repairing, replacing or making any refund in respect of Your Products or work.

Product Guarantee

Personal Injury or Property Damage occurring as a consequence of the failure of any of Your Products to cure, alleviate, prevent, monitor, detect, eliminate or retard any Personal Injury or Property Damage or any other product guarantee as expressly or impliedly warranted or represented by You or which is imposed by law or statute.

Product Recall

damages, costs or expenses claimed for or arising from the recall, inspection, repair, replacement or loss of use of Your Products or work completed by or for You or of any property of which Your Products or work form a part, if such Products, work or property recalled from the market or from use because of any known or suspected defect or deficiency therein.

Professional Liability

the rendering of or failure to render professional advice or service provided for a fee by You or any error or omission connected therewith provided this Exclusion shall not apply to:

- (a) Personal Injury or Property Damage resulting therefrom; or
- (b) the rendering of or failure to render professional medical advice by medical persons employed by You to provide first aid and other medical services on any of Your premises or in connection with Your Business specified in the Schedule.

Property in Your Care, Custody or Control

Property Damage to property owned by You or property in Your care, custody or control other than:

- (a) property leased or rented to You; or
- (b) vehicles (other than Vehicles owned or used by or on behalf of You) in Your care, custody or control but only while such Vehicles are in a car park owned or operated by You other than for income or reward as a car park operator;
- (c) clothing and personal effects of Your directors, employees and visitors;
- (d) premises (or their contents) not owned, leased or rented by You but temporarily occupied by You for work therein; or
- (e) any other property not owned by You but temporarily in Your care, custody or control. However Our liability under this clause (e) shall not exceed the amount specified in the Schedule for property in Your care, custody or control.

Roads, Footpaths and Power Lines Exclusion

any liability, claims, costs or expenses arising directly or indirectly in connection with public roads, power lines and/or

Territorial Limits

- (a) claims made or actions instituted within any country, state or territory (outside Australia) that require insurance to be insured or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance;
- (b) claims made and actions instituted within the USA or Canada or any other territory coming within the jurisdiction of the courts of the USA or Canada;
- (c) claims and actions to which the laws of the USA or Canada apply.

Provided that, Exclusions (b) and (c) above do not apply to claims and actions arising from the presence outside Australia of any of Your employees and/or directors, partners or proprietors who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in the USA or Canada.

Tobacco

Personal Injury arising directly or indirectly out of or due to the inhalation or ingestion of, or exposure to:

- (a) tobacco or tobacco smoke; or
- (b) any ingredient or additive present in any articles, items or goods which contain or include tobacco.

Terrorism

- (a) any act(s) of terrorism.

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto and which:

- (i) involves violence against one or more persons; or
- (ii) involves damage to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system.

Vehicles

Personal Injury or Property Damage arising out of the ownership, possession, operation, maintenance or use by You of any Vehicle:

- (a) which is registered or which is required under any legislation to be registered; or

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

exclusions (a) and (b) above do not apply to Vehicles being used as a tool of trade including loading and unloading of or the delivery or collection of goods to or from any Vehicle in connection with Your Business specified in the Schedule and exclusions (a) and (b) do not apply to:

- (c) Personal Injury where:
- (i) That compulsory liability insurance or statutory indemnity does not provide indemnity; and
 - (ii) The reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.

War

Property Damage and Personal Injury and any Liability arising out of a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, or military or usurped power, requisition or destruction or damage by or under the order of any government or public or local authority.

Wilful Acts, Deliberate Acts, Omissions and Recklessness

any wilful act, wilful omission, recklessness or deliberate act committed by You including any claims, costs or expenses arising directly or indirectly from any fire if it was deliberately lit by You or on Your behalf in breach of a law or regulation, by-law or ordinance.

CONDITIONS

The following Conditions apply to this Policy.

Alteration of risk

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

Breach of Conditions

Any breach of any Condition of this Policy, without Your knowledge and consent or beyond Your control shall not prejudice the cover provided by this Policy. Notice in writing shall be given to Us upon such breach coming to Your knowledge and such additional premium as may be reasonably required by Us shall be paid as from the date of the breach first coming to Your knowledge.

Multiple Insureds and Severability

Each of the parties comprising You shall for the purpose of this Policy be considered a separate insured entity, with the words You, Your, Yourself applying to each as if they were separately and individually insured provided that Our total liability under this Policy to You collectively shall not exceed the applicable Limit of Liability.

Accordingly Our liability under this Policy to any one insured party shall not be conditional upon the due observance and fulfilment by any other insured party of the terms and conditions of this Policy or of any duties imposed upon that insured party relating thereto and shall not be affected by any failure in such observance or fulfilment by any such other party.

It is understood and agreed that any payment or payments by Us to any one or more of the Insured parties shall reduce to the extent of that payment Our liability to You arising from any one Occurrence, as relevant, giving rise to a claim under this Policy.

We shall be entitled to avoid this Policy in respect of any insured party in circumstances of fraudulent misrepresentation or fraudulent non-disclosure (each referred to in this clause as a Vitiating Act) committed by that insured party.

For the avoidance of doubt it is however agreed that a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has a financial, legal or equitable interest and who has not committed the Vitiating Act.

Other Insurance

In the event of any claim being made under this Policy, You must notify Us of any other insurance covering the same loss or damage.

Release

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

PROPERTY OWNERS LIABILITY INSURANCE POLICY

circumstances of any loss;

(e) in the event of suspected criminal activity, inform the police;

Notwithstanding Condition **Subrogation** below, We agree to waive all Our rights of subrogation against any such authority or persons or parties in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

Subrogation

We shall waive any rights and remedies to which We become entitled by subrogation against any party insured under this Policy, except as against a party insured under this Policy that is responsible for a Vitiating Act (as defined in the Multiple Insureds and Severability Condition).

In the event that We have a right to recover any monies payable under this Policy from any person other than You, You must cooperate with Us fully in any action which We may take. We may take action before We pay Your claim and whether or not You have been fully compensated for Your actual loss.

Reasonable Care and Precautions

You must take all reasonable care and precautions:

- (a) to prevent Personal Injury and/or Property Damage and/or Advertising Injury;
- (b) to comply with all laws and statutory obligations and by-laws or regulations imposed by any public authority for the safety of persons or property; and
- (c) to maintain all premises, fittings and plant and everything used in Your Business in sound condition.

Policy Cancellation

This Policy may be cancelled:

- (a) by the Insured, giving written notice to Us at any time. Notice will be effective when received by Us. If You have made, or will make a successful claim under this Policy during the Period of Insurance to be cancelled, You will not be entitled to a refund of Premium in respect of the unexpired Period of Insurance. In all other circumstances We may retain the Premium for the period the Policy was in force plus 10% of the Premium for the unexpired Period of Insurance;
- (b) by Us, in accordance with the provisions of the Insurance Contracts Act 1984. The Insured will be entitled to a refund of Premium in respect of the unexpired Period of Insurance, provided You have not made a claim during the Period of Insurance to be cancelled.

Claims Procedures

Upon the discovery of any Occurrence or circumstance giving rise or likely to give rise to a claim under this Policy, You must:

- (a) give Ensurance notice as soon as is reasonably practicable after You become aware of such happening;
- (b) take reasonable steps to prevent further loss;
- (c) furnish all such proof, information and declaration with respect to the claim as Ensurance or We may reasonably require;
- (d) at all reasonable times permit Us, Our agents or representatives to enquire into, investigate and examine the

- (f) if required, carry out repairs or make good any minor damage, but in all other cases You must give Us, Our employees, agents or representatives an opportunity to inspect the loss or damage before any repairs or alterations are effected. If no inspection is carried out by, or on behalf of Us within a period of time, which is reasonable having regard to the location of the risk, weather conditions and any other relevant factors, You may proceed with such repairs or replacement.

Law and Jurisdiction

This Policy is exclusively subject to the law of Australia.

All disputes arising out of or under this Policy will be subject to determination by any court of competent jurisdiction in Australia

Headings

The 'headings' in this Policy are included for the purposes of reference only and do not form part of this Policy for interpretation purposes.