



Community Environment
Insurance Program
Broadform Liability Policy

Version CEIP BL 0416

Hostsure Underwriting Agency Pty Ltd

ABN 44 108 154 829

Australian Financial Services Licence No. 268726

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OUR AGREEMENT

THE AGREEMENT

Because **You** have paid or agreed to pay the premium for this Policy, **We** agree to provide **You** with the insurance cover described in this Policy.

HOW MUCH WE WILL PAY

Limit of Liability

We will not pay any more for any claim under this Policy than the lesser of:

- The **Limit of Liability** or any Sub-limit less any **Excess** which is listed in the current Schedule, or
- Any other limit less any **Excess** which is set out in this Policy.

Excess

We will not pay the **Excess** which applies to any claim.

The **Excesses** are set out in the current Schedule and the Policy.

If more than one **Excess** applies to any one claim or series of claims under this Policy, then only the single highest **Excess** will apply.

WHAT THIS POLICY CONSISTS OF

This Policy consists of the current Schedule, this Policy wording (which consists of the following sections: Our Agreement, Coverage, Definitions, Conditions, Exclusions and Important Notices) and Optional Benefits, which apply. All parts of the printed Policy wording, the Schedule, Proposal Form and any Endorsements must be read as if they are one and the same document.

COVERAGE

We will pay to **You** or on **Your** behalf all amounts which **You** shall become legally liable to pay for compensation:

- in respect of **Personal Injury** or **Property Damage**,
- which happens during the **Period of Insurance**, and
- is caused by an **Occurrence** in connection with the **Business**.

We will not pay more than the **Limit of Liability** stated in the current Schedule for Public Liability for all claims or series of claims arising out of any one **Occurrence**.

We will not pay more than the **Limit of Liability** stated in the current Schedule for Products Liability for all claims arising out of all or any of **Your Products** during any one **Period of Insurance**.

Costs and Expenses

In addition to the **Limits of Liability** stated in the current Schedule, **We** will:

1. Defend any suit against **You**, claiming any amounts for **Personal Injury** or **Property Damage** and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; **We** may investigate, negotiate and settle any claim or suit as **We** deem expedient; **We** shall not be obligated to pay any claim or judgement or to defend any suit after **Our Limit of Liability** has been exhausted by payment of judgements or settlements;
2. Pay all expenses incurred by **Us**, all legal costs recoverable from **You** in any such suit and all interest accruing after any such judgement until **We** have paid, tendered, or deposited in court such part of such judgement as does not exceed **Our Limit of Liability** thereon;
3. Reimburse **You** for all reasonable expenses other than **Your** loss of earnings, incurred with **Our** consent;
4. Pay reasonable expenses incurred by **You** for first-aid to others at the time of any **Personal Injury** for which **You** are entitled to compensation. (Other than medical expenses prohibited by Section 126 of the *Health Insurance Act 1973* (Cth) or any amending legislation).

If a payment exceeding **Our Limit of Liability** has to be made to dispose of a claim **Our** liability to pay these additional payments in connection therewith shall be limited to such proportion of the additional payments as the **Limit of Liability** bears to the amount paid to dispose of the claim.

Retroactive cover:

If the current Schedule shows that a retroactive cover applies to this Policy, **We** will indemnify **You** for any **Personal Injury** or **Property Damage** for which a claim is made against **You** during the **Period of Insurance** and which is notified to **Us** during the **Period of Insurance** so long as the incident from which the claim directly arose:

1. occurred during the period between the Retroactive Date as stated in the current Schedule and the first day of the **Period of Insurance**;
2. had not been reported by **You** or on **Your** behalf to another insurer prior to the **Period of Insurance**;
3. **You** did not know, or could not reasonably have known that the incident could give rise to a claim against **You**.

DEFINITIONS

The following words will have the meaning set out below wherever they appear in the Policy.

Aircraft

Means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

Asbestos

Means that group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite.

Or that group of man made mineral fibres that comprises mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres.

And includes **Asbestos** products and products containing **Asbestos**.

Business

Means the business specified in the current Schedule, and includes the following;

- (a) The ownership or tenancy of premises, and
- (b) The provision and management of canteens, social and welfare organisations and first aid and safety services for **Your** employees.

Excess

Means the amount which **You** must pay towards any claim under this Policy which will be deducted before any amount is paid to **You** or paid on **Your** behalf.

Hovercraft

Means any vessel or craft or thing made or intended to float on or in or travel on or through the atmosphere or water, on a cushion of air provided by a downward blast.

Limit of Liability

Means the amounts shown in the current Schedule for which **You** have chosen to insure.

Medical Persons

Means any qualified medical practitioner, dentist or nurse whether in **Your** employ, contracted to **You** or visiting **Your** premises.

Occurrence

Means an event, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury** or **Property Damage** neither expected nor intended from **Your** standpoint. All **Personal Injury** or **Property Damage** arising out of continuous or repeated exposure to substantially the same general conditions, shall be construed to arise out of one **Occurrence**.

Period of Insurance

Means the period of insurance shown in the current Schedule.

Personal Injury

Means:

- (a) Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- (b) False arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation;
- (c) Libel, slander, defamation of character or invasion of right of privacy;
- (d) Assault and battery not committed by or at **Your** direction unless committed for the purpose of preventing or eliminating danger to persons or property.

Personal Injury to Contracted Employees or Worker Excess

Means where this **Excess** is shown in the Schedule that amount shall apply to each and every **Occurrence** in respect of **Personal Injury** to Contracted Employees and/or Workers Compensation Subrogation Claims inclusive of Costs and Expenses.

For the purpose of the application of this **Excess** the term Contracted Employee or Worker includes Hired Labourers, Contractors or Sub-Contractors or any employee of any Hired Labourers, Contractors or Sub-Contractors whilst engaged by **You** to replace or supplement **Your** workforce thus performing work on **Your** behalf or for **Your** benefit. The term Contracted Employee or Worker does not include occasional maintenance or repair contractors specifically engaged for such occasional maintenance or repair.

Pollution

Means pollution or contamination of the atmosphere or of any water, land or other tangible property by any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemical and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

Means:

- (a) Physical damage to or loss or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or
- (b) Loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an **Occurrence**.

Vehicle

Means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power.

Vehicle includes any trailer or caravan or other implement made or intended to be drawn by any such machine.

Watercraft

Means any vessel or craft made or intended to float on or in or travel on or through water.

We/Our/Us/Insurer

Means certain Underwriters at Lloyd's, the **Insurer**/issuer of this Policy.

Note: **You** can obtain further details of the Underwriters from Hostsure upon request.

You/Your

Means each of the following, to the extent set forth below;

- (a) the named Insured in the current Schedule;
- (b) all subsidiary companies (present and future) of the named Insured whose places of incorporation are within Australia and New Zealand (including their Mandated Territories and Protectorates);
- (c) any director, executive officer, employee or partner of the named Insured or of a company designated in (b) but only whilst acting within the scope of their duties in such capacity;
- (d) any principal in respect of the liability of such principal arising out of the performance by the named Insured or by a company designated in (b) of any contract or agreement for the performance of work for such principal to the extent required by such contract or agreement but limited to the coverage provided by this Policy, noting this definition (d) shall include the Parents and Citizens Association or Parents and Friends Associations as principal;
- (e) any office bearer or member of social or sporting clubs or welfare organisations formed with the consent of the Insured (other than an Insured designated in (d)) in respect of claims arising from duties connected with activities of any such club or organisation;
- (f) any work experience employees or volunteers whilst engaged in activities for or on behalf of the named Insured.

Your Products

Means anything (after it has ceased to be in the **Your** possession or under **Your** control) manufactured, grown, extracted, produced, processed, constructed, erected, assembled, installed, repaired, serviced, treated, sold, supplied or distributed by **You** (including any container thereof other than a **Vehicle**).

CONDITIONS

Failure to comply with these conditions could result in a claim under this Policy being denied.

Accommodation

It is a condition of this Policy that all premises owned, leased or occupied by the Insured must comply with all fire regulations as may be stipulated by any Federal, State, or local government, fire brigade and/or other such institutions or bodies.

Alteration of Risk

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

Bankruptcy or Insolvency

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

In case of execution against **You** of any final judgment covered by this Policy being returned 'unsatisfied' by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against **Us** in the same manner, and to the same extent as **You** but not in excess of the **Limit of Liability**.

Breach of Conditions

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

- (a) breach of a Condition without **Your** knowledge or consent; or
- (b) error in the name or title of any person(s), corporation and/or other organisation which forms part of the definition of **You/Your**; or
- (c) error in name, description or situation of property; or
- (d) failure to report any property and/or entity and/or insurable exposure in which **You** have an interest.

Provided always that, upon discovery of any such fact or circumstance referred to above, **You** shall give written notice to **Us** as soon as is reasonably practicable and **You** shall (if so requested) pay such reasonable additional premium that **We** may require.

Cross Liability

Where **You** are comprised of more than one person or entity, each shall be considered as a separate legal entity.

The words **You** and **Your** shall apply to each person or entity as if a separate policy had been issued to each.

This Condition does not increase the **Limit of Liability** under this Policy in respect of any **Occurrence** or **Period of Insurance**.

Claims Procedure

- (a) When an event occurs which could give rise to a claim **You** must:
- (i) As soon as possible notify **Us** of the **Occurrence**;
 - (ii) Within 30 days of notifying **Us**, give **Us** a statement in writing with as much detail as **You** can about the cause, description and amount of the Loss or Damage;
 - (iii) Forward details and documentation of any claim or legal proceedings including any prosecutions by any party brought against **You** to **Us** as soon as possible after receipt;
 - (iv) Preserve any property which may be needed as evidence in any claim against **You** and make it available for inspection by **Us** and **Our** representatives.
- (b) **You** must not make admissions, settle or attempt to settle or defend any claim against **You** without **Our** written consent.
- (c) **We** may at **Our** option take over the defence of any claim or legal proceedings brought against **You**. If **We** do so, **We** may settle or defend the claim or proceedings as **We** see fit. **You** must give **Us** any reasonable assistance and information that **We** require in the defence or settlement of any such claim.
- (d) **We** may at any time pay to **You** the **Limit of Liability** (after deduction of any sum or sums already paid) in respect of any claim(s) made against **You** or any lesser sum for which the claims(s) can be settled. Upon such payment, **We** will have no further liability under this Policy in connection with that claim(s) except for costs, charges and expenses recoverable from **You** or incurred by **Us** or by **You** with **Our** consent prior to the date of such payment.

Cancellation by You

- (a) **You** may cancel this Policy at any time. To do so **You** must tell **Us** in writing that **You** want to cancel the Policy and the future date from which the cancellation is to apply.
- (b) **We** will retain the premium which applies to the days the Policy has been in force and an amount for **Our** expenses of the cancellation, subject to minimum premium provisions.

Cancellation by Us

- (a) **We** may cancel this Policy by giving written notice to **You** if:
- (i) **You** failed to comply with:
 - The duty of utmost good faith; or
 - A provision of this Policy, including a provision with respect to the payment of premium; or
 - (ii) Before this Policy was entered into **You** failed to comply with the duty of disclosure or made a misrepresentation to **Us**; or
 - (iii) **You** have made a fraudulent claim under this or any other policy of insurance with **Us** or any other insurer; or
 - (iv) **You** did not tell **Us** about something that this Policy required **You** to tell **Us**.
- (b) Cancellation by **Us** will take effect from the earlier of:
- (i) the day on which **You** arrange other insurance to replace this Policy; or

- (ii) 4.00pm on the third business day after the day on which notice of cancellation was given to **You** or any later date shown in the notice of cancellation.
- (c) The cancellation will be effective unless **You** can prove that, through no fault of **Yours**, **You** did not receive the notice of cancellation.
- (d) If **We** cancel the Policy, **We** will retain the premium which applies to the days this Policy has been in force, subject to minimum premium provisions.

Cancellation by Premium Finance Company

The Premium Finance Company may cancel the Policy by advising **Us** within fourteen (14) days of a premium instalment date passing without payment. Under these circumstances, as long as there are no losses outstanding or paid on the Policy, **We** will refund the Premium Finance Company the appropriate proportion of premium.

Excursions, Events and Fund Raising

The Policy is extended to include events and fundraising, where the daily attendance to such events and /or fundraising does not exceed 500.

The Policy is extended to include excursions, organised and supervised by **You**, however limited to one day in duration and not requiring overnight stay. All excursion activities that involve overnight stay must be specially noted by **Us**.

Foreign Currency

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

If **You** incur liability to settle any claim for an amount stated in the local currency of any country or territory outside Australia, where an award is made or a settlement is agreed upon, the following rules will apply. The amount payable by **Us** shall be the value of such award or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the free rate of exchange published by Bloomberg on the date the award was made or settlement was agreed upon; subject always to the applicable **Limit of Liability**.

Hold Harmless Agreements

You must not enter into an agreement with another person which excludes or reduces **Your** rights to make a claim against that person at any time without **Our** written consent.

If **You** do, **We** may reduce the amount of any claim **You** make under this Policy by the extent to which **Your** agreement prevents **Us** making a claim against that person under **Our** rights of subrogation.

Independent Hirers

The Policy is extended to include the interests of Independent Hirers, when specifically noted on the current Schedule, however only when such hirers are only conducting meetings where;

- (a) No smoking or Alcohol is permitted; and
- (b) The number of attendees does not exceed 50.

Joint Insureds

Where the Policy covers the interest of more than one person or entity:

- (a) any information supplied to or withheld from **Us** in relation to entering into, renewing or extending this Policy or any claim under the Policy will be deemed to have been supplied or withheld by all persons or entities insured by this Policy;
- (b) an action or omission of one which increases the risk of **Personal Injury** or **Property Damage** will not prejudice the rights of the other named Insureds, provided that immediately on becoming aware of the increase in the risk of **Personal Injury** or **Property Damage**, the other named Insureds give **Us** written notice and pay any reasonable additional premium charged by **Us**.

Jurisdiction

You and **We** agree that all disputes arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia.

Legislation

You are required to comply with all Legislation and Regulations.

Goods and Services Tax (GST)

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

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

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

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

The terms "GST", "input tax credit", "acquisition" and "supply" have the meanings ascribed to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (or any amending legislation).

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

Other Insurance

You must tell **Us** in writing and supply copies to **Us** as soon as possible about any other insurance which covers the risks insured by this Policy.

The insurance afforded by this Policy is excess over and reduced by any other valid and collectable insurance available to **You**. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss.

Other Party's Interests

You must tell **Us** of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. **We** will protect their interests only if **You** have told **Us** about these parties and **We** have noted these parties on the current Schedule.

Inspection and Audit

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

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

Premium Adjustment

If the premium for this Policy has been calculated on estimates by **You**, **You** shall within thirty (30) days after expiry of the **Period of Insurance** provide **Us** with such particulars and information relevant to the Policy as **We** may reasonably require. The premium for the period shall be adjusted and any difference paid by or allowed to **You** as the case may be. Provided that the adjusted premium shall not be lower than the minimum premium normally charged by **Us**.

Reasonable Precautions

- (a) **You** must take all reasonable precautions to:
 - (i) prevent **Personal Injury** or **Property Damage**;
 - (ii) prevent the manufacture, sale or supply of defective products.
- (b) **You** must at **Your** own expense, trace or recall or modify any of **Your Products** which contain any defect or deficiency of which **You** are aware or have reason to suspect.
- (c) **You** and **Your** employees, servants and agents must comply with the requirements of any statutory authority for the safety of persons and property.

Recovery

We will not pursue any claim to recover any amount paid to **You** or on **Your** behalf under this Policy against:

- (a) any entity (and its directors, officers, employees or servants) which is **Your** subsidiary, which **You** own or control or which co-owns any property insured by this Policy;
- (b) any named Insured (and its directors, officers, employees or servants) described in this Policy.

Subrogation

- (a) **We** are entitled to pursue any claim to recover any amount paid to **You** or on **Your** behalf under this Policy in **Your** name at **Our** expense and for **Our** benefit.
- (b) **You** must give **Us** all the reasonable assistance and information that **We** require in pursuing any such claim.

Certification

This is to certify that in accordance with the authorisation granted under the contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said contract, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Several Liability Notice

The subscribing **Insurers'** 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** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations.

Service of Suit

The **Insurer** accepting this insurance agrees that:

- (a) in the event of a dispute arising under this insurance, this insurance will be subject to Australian law and practice and the **Insurer** will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- (b) any summons, notice or process to be served upon the **Insurer** may be served upon:

Address: Lloyd's Underwriters' General Representative in Australia,
Level 9, 1 O'Connell St, Sydney NSW 2000

who has authority to accept service and to enter an appearance on the **Insurer's** behalf, and who is directed at **Your** request to give a written undertaking to **You** that it will enter an appearance on the **Insurer's** behalf;

- (c) if a suit is instituted against the **Insurer**, all participating in this insurance 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 Hostsure Underwriting Agency Pty Ltd.

EXCLUSIONS

We shall not be liable for claims in respect of:

1. Aircraft, Hovercraft and Watercraft

Liability arising out of or caused by, through, or in connection with:

- (a) the ownership, maintenance, operation or use by **You** or the use on **Your** behalf of any **Aircraft** or **Hovercraft**;
- (b) the selling or manufacturing of **Aircraft** or the manufacture, assembly and or supply of any products that are used with **Your** knowledge in **Aircraft** or aerial device;
- (c) the repair, service or maintenance of **Aircraft** or **Aircraft** products or the installation of any products into **Aircraft**;
- (d) the ownership, maintenance or operation of any **Aircraft** landing pad or strip, airfield or airport;
- (e) the ownership, maintenance, operation or use by **You** or on **Your** behalf of any **Watercraft**, exceeding 10 metres in length, except where such watercraft are owned or operated by others and used by **You** for business entertainment;
- (f) any **Watercraft** operating in excess of 5 kilometres offshore.

2. Asbestos

Any actual or alleged liability whatsoever in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving **Asbestos**, or any materials containing **Asbestos** in whatever form or quantity.

3. Contracts and Agreements

Liability assumed by **You** under any contract or agreement except to the extent that such liability would have been implied by law.

This Exclusion shall not apply to:

- (a) the written contracts specified in the current Schedule;
- (b) any written contract made or entered into with any public authority for the supply of water, gas, electricity or telephone services, except a contract made or entered into with such authority for work done or to be done for such authority;
- (c) liability assumed by **You** under a warranty of fitness or quality as regards **Your Products**;
- (d) liability arising from a provision in a contract for lease of real or personal property other than a provision which obliges **You** to effect insurance in respect of the subject matter of that contract.

4. Contractors and/or Sub-Contractors

Any liability to pay compensation arising directly or indirectly, out of, caused by or contributed to by contractors and/or sub-contractors.

We will however indemnify **You** in respect of **Personal Injury** or **Property Damage** arising out of, caused by or contributed to by acts or omissions of contractors or subcontractors where **You** have confirmed that the contractor and/or subcontractor has in place their own policy of insurance in respect of **Your Products** and/or activities being performed by them (and their employees and contractors) for **You**.

5. Employers Liability

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

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

- (b) Liability imposed by:
- (i) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement;
 - (ii) any law relating to **Employment Practices**.

For the purpose of this Exclusion:

Bodily injury means bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury.

Employment Practices means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of **Your** employees.

Worker means any person deemed to be employed by **You** pursuant to any Workers Compensation Law.

6. Erection and Alteration to Buildings

The erection, demolition of and/or alteration or addition to buildings or structures by **You** or on **Your** behalf except where the completion value of such work does not exceed \$500,000, unless some other sub-limit is stated in the current Schedule;

7. Faulty Workmanship

The cost of performing, completing, correcting or improving any work undertaken by **You**;

8. Fines and Penalties

Punitive, aggravated, exemplary damages or criminal damages, fines or penalties or the like imposed by the law;

9. Legal Jurisdiction

Personal Injury or **Property Damage** where the action is brought against **You** in any country outside Australia or New Zealand;

10. Libel and Slander

Liability arising out of the publication or utterance of a libel or slander:

- (a) made prior to the commencement date of this Policy; or
- (b) made by **You** or at **Your** discretion with the knowledge that it is false; or
- (c) related to advertising, broadcasting, printing, publishing or telecasting activities by **You** or on **Your** behalf;

11. Loss of Use

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

- (a) 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 expressly or impliedly warranted or represented by **You**, but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical damage to or destruction of **Your Products** after such products have been put to use by any person or organisation other than **You**;

12. Nuclear Fuel/Weapons

Personal Injury or **Property Damage** caused by or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission;
- (b) nuclear weapons material.

13. Pollution

Personal Injury or **Property Damage** arising out of **Pollution** occurring in its entirety during the **Period of Insurance** as stated in the current Schedule but this exclusion shall not apply if **You** can demonstrate that such **Pollution**:

- (a) was the direct result of a sudden specific and identifiable event occurring during the **Period of Insurance**; and
- (b) was not the direct result of **You** failing to take reasonable precautions to prevent such **Pollution**.

However, notwithstanding Exclusion 13 (a) and (b), cover does not apply in respect of **Pollution** for:

- (i) **Property Damage** to premises presently or at any time previously owned or tenanted by **You**;
- (ii) **Property Damage** to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by **You** or otherwise in **Your** care custody or control.

14. Professional Advice

We shall not be liable for claims in respect of the rendering of or failure to render professional advice or services by **You** or any **Medical Persons** or any error or omission connected therewith.

This Exclusion does not apply to claims:

- (a) Arising from the rendering of or failure to render first-aid services performed by persons other than **Medical Persons** on **Your** premises.
- (b) Arising from the furnishing or dispensing of medication by **You** that has been prescribed by **Medical Persons**. Provided that:
 - (i) In the case of any minor **You** have obtained written authorisation from the minor's parents or guardian authorising **You** to administer such medication stipulating the name of the medication and the date, time and dosage to be administered; and
 - (ii) A record is maintained by **You** of the person receiving and administering the medication, the name of the medication, and the date, time and dosage administered.
- (c) Where **You** act on instructions and at the direction of **Medical Persons**.
- (d) For **Personal Injury** arising from such rendering of or failure to render professional advice or services by **You** (other than by **Medical Persons**) or where allegations are made against **You** regarding the provision of medical services except those described in paragraphs (a), (b) or (c) to this Exclusion.
- (e) For **Property Damage** arising from such rendering of or failure to render professional advice or services.
- (f) Arising out of advice given in respect of the use or storage of **Your Products**.

15. Property Damage to:

- (a) Property owned by or leased or rented to **You**; or
- (b) Property in **Your** physical or legal control.

This Exclusion shall not apply to liability for **Property Damage** to:

- (i) Property in **Your** physical or legal control up to a maximum of \$100,000 any one **Occurrence** and in the aggregate during the **Period of Insurance** unless some other sub-limit is stated in the current Schedule. However **We** shall not be liable for **Property Damage** to that part of any property upon which **You** are or have been working where such **Property Damage** arises from such work;
- (ii) Premises which are leased or rented to **You** for the purposes of carrying on **Your Business** provided the liability does not arise from **Your** failure to insure the Premises as required in the lease or rental agreement;
- (iii) employees' property;
- (iv) **Vehicles** (not belonging to or used by **You** or on **Your** behalf) in **Your** physical or legal control where such **Property Damage** occurs whilst any such **Vehicle** is in a car park owned or operated by **You** provided that **You** do not own or operate a car park for reward as part of **Your Business**.

16. Property Damage to Your Products

Property Damage to Your Products if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof;

17. Recall of Products

Damages, costs or expenses claimed for the withdrawal, recall, inspection, repair, replacement or loss of use of **Your Products** or of any property of which such products form a part if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

18. Territorial Limits

Personal Injury or **Property Damage**;

- (a) occurring in the United States of America or Canada, their territories or protectorates;
- (b) caused by or arising out of **Your Products** knowingly exported by **You** or **Your** agents to the United States of America or Canada, their territories or protectorates,

provided that:

this Exclusion does not apply to claims and actions arising from the presence outside Australia or New Zealand of any person who is normally resident in Australia and who is not undertaking manual work or supervision of work of any kind whilst in the United States of America or Canada, their territories or protectorates;

19. Tobacco

Any injury caused directly or indirectly by the inhalation or ingestion of or exposure to tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco;

20. Transmissible Disease

Personal Injury sustained by any person arising out of or as a result of any communicable disease.

21. Vehicles

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

- (a) which is registered, or which is required to be registered; or
- (b) in respect of which insurance is required by virtue of any legislation; or
- (c) which is otherwise insured in respect of the same liability;

This Exclusion shall not apply to **Personal Injury** or **Property Damage** arising from:

- (i) the delivery or collection of goods to or from any **Vehicle** where such **Personal Injury** or **Property Damage** occurs beyond the limits of any road, carriageway or thoroughfare,
- (ii) the loading or unloading of any **Vehicle**;

22. War

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

23. Terrorism

Liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.

This Exclusion also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this Exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder of this Exclusion shall remain in full force and effect.

24. Sexual Assault, Abuse or Molestation

Personal Injury or **Property Damage** caused by or arising out of or in connection with any actual or alleged sexual assault, sexual abuse or molestation of any person.

25. Inefficacy

Personal Injury or **Property Damage** caused by or arising out of the failure of any product to fulfil the function for which it is intended.

26. Pure Financial Loss

Any financial loss which is not consequent upon **Personal Injury** or **Property Damage**.

27. E-Commerce

Personal Injury or **Property Damage** arising directly or indirectly out of, or in any way involving **Your** internet operations; or

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:

- (a) the use of any computer hardware or software;
- (b) the provision of computer or telecommunications services by **You** or on **Your** behalf;
- (c) 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:

- (i) **Personal Injury** or **Property Damage** arising out of any material which is already in print in support of its product, including but not limited to product use and safety instructions or warnings and which is also reproduced on its site; or
- (ii) 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.

Sanction Limitation and Exclusion Clause

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

IMPORTANT NOTICES

GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

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

THE AGENT

Hostsure Underwriting Agency Pty Ltd (ABN 44 108 154 829, AFSL 268726) ('Hostsure') arranges policies for and on behalf of the **Insurer**. Hostsure acts under a binding authority given to it by the **Insurer**, to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy, Hostsure acts as an agent for the **Insurer** and not for **You**.

You can contact Hostsure by:

Address: Level 5, 97-99 Bathurst Street, Sydney NSW 2000

Postal Address: PO Box A2016, Sydney South NSW 1235

Phone: +61 2 9307 6600

Fax: +61 2 9307 6699

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.

PREVENTING OUR RIGHT OF RECOVERY

Where another person is liable to compensate **You** for any loss, damage or liability which is covered by this Policy but **You** have agreed not to seek recovery of any monies from that person, **We** will not cover **You** under this Policy for that loss, damage or liability.

THE COST OF YOUR POLICY AND PAYING FOR YOUR INSURANCE

Premium

The cost of **Your** Policy will be shown on the quotation provided, once all required information has been received. The cost of **Your** Policy is calculated based on a number of considerations including the **Limit of Liability**, nature, breadth and extent of **Your Business** activities, including the type of productions **You** produce, **Your** insurance history, **Your** risk management practices and procedures in managing **Your** potential liability. These factors and the degree to which they affect **Your** premium will depend on the information **You** provide to **Us**.

The cost of **Your** Policy is shown on **Your** Schedule and is made up of the premium together with any relevant compulsory government charges or taxes, such as Goods and Services Tax (GST) and Stamp Duty, where applicable.

When **You** apply for this insurance, **You** will be advised of the total premium amount, when it needs to be paid and how it can be paid.

Non-Payment of Premium

If **You** fail to pay the premium by the due date or if **Your** payment method is dishonoured and therefore **We** have not received **Your** payment by the due date, **We** will have the right to cancel **Your** Policy. Unless **We** tell **You**, any payment reminder **We** send does not change the expiry of **Your** cover or the due date of **Your** premium.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of **Your** Policy include:

1. Commission

Hostsure receive a commission payment from **Us** when **Your** Policy is issued, renewed or varied. If **You** cancel **Your** Policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to **Your** Schedule, or contact Hostsure direct.

2. Policy Fee

A Policy Fee of up to \$5 plus GST may be charged by Hostsure for administration and compliance costs associated with Hostsure's role in the distribution of this product. This Policy Fee is in addition to the premium and is separately noted on the Policy Schedule. The Policy Fee is not refundable in the event of cancellation.

DISPUTE RESOLUTION PROCESS

We proudly support the General Insurance Code of Practice. Any enquiry or complaint relating to this insurance should be referred to Hostsure in the first instance.

Please contact Hostsure by:

Phone: +61 2 9307 6653

Fax: +61 2 9307 6699

Postal Address: PO Box A2016, Sydney South NSW 1235

Email: servicefeedback@steadfastagencies.com.au

If Hostsure require additional information, Hostsure will contact **You** to discuss. If **Your** complaint is not immediately resolved Hostsure will respond within 15 business days of receipt of **Your** complaint or agree a reasonable appropriate timeframe to respond.

If this does not resolve the matter or **You** are not satisfied with the way a complaint has been dealt with, **You** should contact Lloyd's Australia Limited:

Address: Level 9, 1 O'Connell St, Sydney NSW 2000

Phone: + 61 2 8298 0783

Fax: +61 2 8298 0788

Email: idraustralia@lloyds.com

who will refer **Your** dispute to Policyholder & Market Assistance at Lloyd's who will respond to **Your** complaint within 15 business days, unless an alternative timetable has been agreed with **You**.

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

PRIVACY STATEMENT

In this Privacy Statement the use of '**We**', '**Us**' and '**Our**' means the **Insurer** and Hostsure unless specified otherwise.

We are committed to the protecting **Your** privacy.

We need to collect, use and disclose **Your** personal information (which may include sensitive information) in order to consider **Your** application for insurance and to provide the cover **You** have chosen, administer the insurance and assess any claim. **You** can choose not to provide **Us** with some of the details or all of **Your** personal information, but this may affect **Our** ability to provide the cover, administer the insurance or assess a claim.

The primary purpose for **Our** collection and use of **Your** personal information is to enable **Us** to provide insurance services to **You**.

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from **Your** insurance intermediary or co-insureds). If **You** provide personal information for another person **You** represent to **Us** that:

- **You** have the authority from them to do so and it is as if they provided it to **Us**;
- **You** have made them aware that **You** will or may provide their personal information to **Us**, the types of third parties **We** may provide it to, the relevant purposes **We** and the third parties **We** disclose it to will use it for, and how they can access it. If it is sensitive information **We** rely on **You** to have obtained their consent on these matters. If **You** have not done or will not do either of these things, **You** must tell **Us** before **You** provide the relevant information.

We may disclose the personal information **We** collect to third parties who assist **Us** in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia. In all instances where personal information may be disclosed to third parties who may be located overseas, **We** will take reasonable measures to ensure that the overseas recipient holds and uses **Your** personal information in accordance with the consent provided by **You** and in accordance with **Our** obligations under the *Privacy Act 1988* (Cth).

In dealing with **Us**, **You** consent to **Us** using and disclosing **Your** personal information as set out in this statement. This consent remains valid unless **You** alter or revoke it by giving written notice to Hostsure's Privacy Officer. However, should **You** choose to withdraw **Your** consent, **We** may not be able to provide insurance services to **You**.

Hostsure's Privacy Policy which is available at www.hostsure.com.au or by calling Hostsure, sets out how:

- Hostsure protects **Your** personal information;
- **You** may access **Your** personal information;

- **You** may correct **Your** personal information held by **Us**;
- **You** may complain about a breach of the *Privacy Act 1988* (Cth) or Australian Privacy Principles or and how Hostsure will deal with such a complaint.

If **You** would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Hostsure's Privacy Officer by:

Postal Address: PO Box A2016, Sydney South NSW 1235

Phone: +61 2 9307 6656

Fax: +61 2 9307 6699

Email: privacyofficer@steadfastagencies.com.au

You can download a copy of Hostsure's Privacy Policy by visiting www.hostsure.com.au

TERRORISM INSURANCE ACT 2003

In the event that liability, loss or damage to 'eligible property' arises from a 'declared terrorist incident' constitutes an 'eligible terrorism loss', the terrorism exclusion provided in this Policy wording if considered to be an 'eligible insurance contract' may not apply by virtue of the *Terrorism Insurance Act 2003* (Cth).

A more detailed explanation of the operation of the *Terrorism Insurance Act 2003* (Cth) and the definitions of the terms referred to above, can be obtained at www.arpc.gov.au

WORDS WITH SPECIAL MEANINGS

Some words or phrases used in this Policy wording have special meanings. These meanings can be found in the Definitions section of the Policy wording. If a word has a special meaning, it appears in the Policy wording in **bold type** and begins with a capital letter.

POLICY INTERPRETATION

Except where the context otherwise requires it:

1. The singular includes the plural and the plural includes the singular;
2. If a word is defined, its other grammatical forms have a corresponding meaning;

HEADINGS

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

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Hostsure Underwriting Agency Pty Ltd ABN 44 108 154 829 AFSL 268726