



# Not for Profit General Liability Policy



Making a real difference to the way insurance is provided  
to the Not for Profit sector

## Community Underwriting - Our Story

Community Underwriting operates under a unique business model in the Australian insurance market.

Our story begins over 25 years ago when the NSW Meals on Wheels Association assisted a few member Services that were having difficulty obtaining insurances at a reasonable cost.

That grew over the next twenty years into a comprehensive insurance facility assisting over 800 Not for Profits around Australia. In 2014 we created a change in the way that the facility provided insurance to Not for Profit organisations.

Today we are an underwriting agency majority owned by our larger Not for Profit clients, returning our surplus funds back into the sector.

Our 25 year heritage and being uniquely owned by the sector gives us a level of knowledge and empathy that is difficult to match in a corporate insurance organisation.

Our business model is tangible proof of this difference. Each year seventy percent of our surplus is returned to our Not for Profit shareholders as donations.

A further five percent of our surplus is set aside each year to fund a small grants program for our non shareholder clients. Our insurer and broker partners now add to this grants pool to enable us to expand even further the number of clients that we are able to assist.

Join us in making a real difference to the way insurance is provided in our sector.

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Insuring Not for Profits - It's All We Do

Community Underwriting Agency Pty Ltd  
ABN 60 166 234 715  
AFS License No 448274

# Important Information

## About Community Underwriting

Community Underwriting Agency Pty Ltd (Community Underwriting) acts under a binding authority as Agent for Berkley Insurance Australia to issue, vary and cancel policies on Berkley's behalf. In all aspects of this Policy, Community Underwriting acts as an agent for Berkley Insurance Australia, the Insurer and not for the Insured.

## About The Insurer

Berkley Insurance Australia (Berkley - ABN 53 126 559 706) is part of the Berkley Group of Companies. Founded in 1967 the Berkley Group of Companies is one of the USA's premier commercial lines property and casualty insurance providers. Each of the operating units in the Berkley group participates in a niche market requiring specialised knowledge about a territory or product.

The Berkley Group of companies is led by Berkley Corporation, located in Greenwich, Connecticut, USA. It is listed on the New York Stock Exchange under the symbol WRB. Member companies of the Berkley Group have offices across the USA and in the United Kingdom, South America, Continental Europe, Australia, Singapore and Hong Kong.

## About This Policy

This Policy is an important document. It is a legal contract between You and Us. The Policy wording, the Schedule and any Endorsements together set out the cover provided, the amount insured and the terms and conditions of Your insurance.

Please read it carefully to understand what We cover, what We exclude, what We pay to settle your claims and other important information.

In issuing this policy We have relied upon information provided by You and /or Your broker. If this information is incorrect or you fail to observe the terms and conditions of this Policy, cover may be denied, reduced or cancelled.

## Your Duty of Disclosure

Before You enter into a contract of general insurance with an insurer or its agent, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that You know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that Your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with Your duty is waived by the insurer.

## Non Disclosure

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

## Claims Made Insurance

Some Optional Extensions to this Policy if selected, will be issued on a "claims made and notified basis". This means that the extension covers You for claims made against You and notified to Us during the period of cover. It does not provide cover for:

- claims arising from an event which occurred before the "retroactive date" where such a date is specified in the Schedule;
- claims made after the period of cover expires (even where the event giving rise to the claim occurred during the Policy Period);
- claims made, threatened or intimated before the period of cover commenced;
- claims arising from facts or circumstances of which You first became aware before commencement of the Policy and which You knew or ought reasonably to have known, had the potential to give rise to a claim under the policy or any previous policy.

## Privacy

Community Underwriting and Berkley Insurance Australia seek at all times to comply with the Privacy Act 1988 and the Australian Privacy Principles therein. If We disclose personal information to You for any reason You must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

Purpose for collection of information:

The information contained in this document and any other documents provided to Us will be dealt with in accordance with our respective Privacy Policies.

#### Disclosure of Information that you provide to us:

Community Underwriting and Berkley Insurance Australia will only use the information in accordance with the terms of the Privacy Policies. Without limiting the application of the Policy Community Underwriting and Berkley Insurance Australia may disclose personal information to other individuals or organisations in connection with Your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting Your notification and continuing to deal with us you consent to Community Underwriting and Berkley Insurance Australia and these parties collecting, using and disclosing personal and sensitive information about you for these purposes. By signing the claim form You are consenting to the above.

You warrant to us that where you provide us with personal information that you have collected from other individuals:

- that the information has been collected in accordance with the Privacy Act 1988.
- that We are authorised to receive that information from you and to use it for the purpose of providing legal claims management services and advice.
- You, and the person who provided You with the information, are aware and have complied with the Privacy Act 1988 and have notified the person about whom the personal information is collected of the collection use and disclosure of such information.

By executing the claim form you are indemnifying Community Underwriting and Berkley Insurance Australia against any breach that arises directly or indirectly out of any act or omission of your part which does not accord with the conduct required under the Privacy Act 1988.

#### Direct Marketing:

We do not disclose personal information that We collect to a third party for the purpose of allowing them to direct market their products and services unless You have given Us Your permission for Us to do this.

#### Cross Border:

We will share Your personal information with the Community Underwriting and the Berkley group of companies. Our data containing Your information is stored in our data centre using dedicated hardware and network. We may also use Saas, Cloud computing or other

technologies from time to time and Your information may be stored outside Australia. We will not transfer personal information to a recipient in a foreign country unless We have appropriate protections in place as required by the relevant privacy laws. Your information will be stored on our data base for such period of time as required by law.

#### Further information

If you would like further information, please review our full Privacy Policy on our website or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact the National Head of Claims at the Sydney address listed below or alternatively send an email to [australiaclaims@berkleyinaus.com.au](mailto:australiaclaims@berkleyinaus.com.au).

Berkley Insurance Australia  
Level 23, 31 Market Street  
Sydney NSW 2000  
Ph: 02 9275 8500  
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Email: [australia@berkleyinaus.com.au](mailto:australia@berkleyinaus.com.au)  
Web site: [www.berkleyinaus.com.au](http://www.berkleyinaus.com.au)

#### Complaints

Any enquiry or complaint relating to this insurance should in the first instance be referred to:

Complaints Manager  
Community Underwriting Agency Pty Ltd  
P.O. Box 173, Balmain NSW 2041

If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, you should contact:

The National Head of Claims  
Berkley Insurance Australia  
P.O Box Q296, QVB Sydney NSW 1230

# Insuring Clauses

## The Cover

We agree (subject to the terms, conditions, exclusions, definitions and Limits of Liability incorporated herein) to pay to You or on Your behalf all amounts which You shall become legally liable to pay as Compensation in respect of:

1. Personal Injury; and/or
2. Property Damage; and/or
3. Advertising Injury;

happening during the Period of Insurance within the Geographical Limits and caused by or arising out of an Occurrence in connection with Your Business.

## Defence Costs and Supplementary Payments

In addition to Our liability to pay to You or on Your behalf under this Policy, We will:

1. defend, in Your name and on Your behalf, any claim or legal proceedings against You alleging such Personal Injury, Property Damage or Advertising Injury and seeking damages on account thereof even if any of the allegations of such claim or legal proceedings is groundless, false or fraudulent;
2. pay all charges, expenses and legal costs incurred by Us and/or by You with Our written consent (which consent will not be unreasonably withheld):
  - a. in the investigation, defence or settlement of such claim or legal proceedings, including loss of salaries or wages because of Your attendance at hearings or trials at Our request; or
  - b. in bringing or defending appeals in connection with such claim or legal proceedings;
3. pay all charges, expenses and legal costs recoverable from or awarded against You in any such claim or legal proceedings and all interest accruing on Our portion of any judgment until We have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of Our liability thereon;
4. pay expenses incurred by You for:
  - a. rendering first aid and/or surgical and/or medical and/or therapeutic relief to others at the time of any Personal Injury (other than any medical expenses, which We are prevented from paying by any law);
  - b. temporary protection of damaged or undamaged

property of any person or party, including temporary repairs, shoring up and/or underpinning thereof;

- c. purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority;
5. pay all legal costs incurred by You with Our written consent for representation of You at:
  - a. any Coronial inquest or Inquiry;
  - b. any proceedings in any court, tribunal, inquiry, prosecution, hearing, commission, committee, board or authority in connection with liability insured against by this Policy.
6. pay premiums on any bonds and/or security for costs required in any legal proceedings, but we shall have no obligation to apply for or furnish any such bonds and/or security for costs.

The amounts of such defence costs and supplementary payments incurred, except payments in settlement of claims and legal proceedings, are payable by Us in addition to the applicable Limit of Liability of this Policy.

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of Liability shown in the Schedule shall be inclusive of all defence costs and supplementary payments.

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

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

## Limits of Liability and Excess

Subject to:

- a. the 'Claim preparation expenses' provision under 'Conditions';
- b. the 'Defence costs and supplementary payments' clause above;
- c. item 4 of Additional Benefit 'Property in Your physical and legal control' below;

The Limit of Liability specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims arising out of any one Occurrence.

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

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

# Automatic Extensions

We will provide the following cover, provided always that:

- a. the cover provided by each Automatic Extension is subject to the Schedule, insuring clauses, conditions, exclusions, definitions and any other terms of the policy (unless otherwise expressly stated); and
- b. the inclusion of any automatic extension will not increase the Limit of Liability. Where a sub-limit is stated in respect of any automatic extension, such sub-limit shall form part of and not be in addition to the Limit of Liability.

## 1. Property in Your physical and legal control

Exclusion 22 will not apply to the following property:

1. premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, You for the purpose of Your Business, but no cover is provided by this Policy if You have assumed the responsibility to insure such premises;
2.
  - a. premises (and/or their contents) temporarily occupied by You for the purpose of carrying out work in connection with Your Business; or
  - b. any other property temporarily in Your possession for the purpose of being worked upon

however no cover is provided by this Policy in respect of physical damage to, destruction of or loss of that part of any property upon which You are working where the loss arises directly from the performance of such work;

3. any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by You, whilst any such Vehicle is in a car park owned or operated by You provided that You do not operate the car park for reward, as a principal part of Your Business;
4. the personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives, committee members, volunteers or Employees, or the clothing and personal effects of any of Your visitors;
5. any property not mentioned in clauses 1), 2), 3) and 4) of this additional benefit whilst in Your physical or legal care, custody or control where You have accepted or assumed legal liability for such property. Provided that Our liability under this clause 5) shall not exceed \$250,000 or the amount stated in the

Schedule for Property in Your Care Custody or Control, in respect of any one claim or series of claims arising out of any one Occurrence.

## 2. Claims preparation costs

In addition to the Limit of Liability provided by this Policy, We will pay up to \$50,000 in respect of each claim under this Policy for reasonable professional fees and such other expenses incurred by You for the preparation of the claim under this Policy.

## 3. Clients in Care

The definition of Named Insured extends to include any permanent resident of a care facility managed by or operated as part of Your Business but only to the extent that they do not have any other effective insurance in place.

# Optional Extensions

The following Optional Extensions are only applicable to this Policy if the Schedule shows You have elected this Optional Extension and paid any additional premium required by Us.

## 1. Molestation

- a. Exclusion 18 (Molestation) of this Policy does not apply to any liability arising out of or in connection with the Molestation of any person provided that You had in place the necessary protocols required by legislation to limit or prevent such Molestation;
- b. Our liability under this clause shall not exceed any specific Molestation sublimit shown in the Schedule for any one Occurrence and for all claims during the Period of Insurance in the aggregate; and
- c. this Extension only applies to Your vicarious liability and does not apply to any individual Insured involved in or causing or assisting in the Molestation of any person.

However, we will not pay compensation where:

- I. the Molestation is committed with Your consent or through deliberate neglect on Your part;
- II. Molestation is committed by You against any director, executive officer, employee or volunteer;
- III. You knew or ought reasonably to have known that the perpetrator of the Molestation had previously:
  1. committed Molestation; and/or
  2. been convicted of Molestation; and/or
  3. whilst being a director, executive officer, employee or volunteer of Yours, been the subject of a prior complaint in respect of Molestation which had not been appropriately investigated by You.

## 2. Prior Acts Claims Made Coverage

Where You have previously arranged insurance for Personal Injury and/or Property Damage that provided indemnity on a "claims made" basis, then We will pay to You or on Your behalf all amounts which You shall become legally liable to pay as Compensation in respect of:

- a. Personal Injury; and/or
- b. Property Damage;

for any Claim which is caused by or arising out of an Occurrence:

- i. where the Claim is first made against You and notified to Us during the Period of Insurance; and
- ii. where the Occurrence happened prior to the inception date of Your first Policy with Us that has included this Optional Extension; and
- iii. where the Occurrence happened after the Retroactive Date specified in the Schedule; and
- iv. happening within the Geographical Limits in connection with Your Business.

We will not pay compensation under this Optional Extension in respect of any Claim:

1. where there was no "claims made" insurance in place at the time of the Occurrence that has given rise to the Claim; and/or
2. for which indemnity is available from previous insurers; and/or
3. which You were aware of prior to inception of this policy or which You or a reasonable person would have considered at any time prior to the inception of this Policy may have resulted in a claim under the previous "claims made" insurance.



## Definitions

The following definitions shall apply to all sections of this Policy.

**“Accidental”** means unexpected and unintended from Your standpoint.

**“Advertising Injury”** means injury arising out of:

- a. libel, slander or defamation; or
- b. any infringement of copyright or passing off of title or slogan; or
- c. unfair competition, piracy, misappropriation of advertising ideas or style of doing business; or
- d. invasion of privacy; or
- e. any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2012 (Cth) or any Fair Trading or similar legislation

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

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

**“Asbestos”** means crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture or derivative containing any of those minerals, or dust, fibres or particles of any of those materials.

**“Australia”** means the Commonwealth of Australia including any of its dependencies and Territories.

**“Business”** means the business(es) shown and described in the Schedule, including the ownership and/or tenancy of any premises shown in the Schedule (and, where applicable, as further described in any more specific underwriting information provided to Us at the time when this insurance was negotiated) and shall also include:

- a. private work undertaken by any Employee or voluntary worker for any director, officer or executive;
- b. participation in or the provision by You or on your behalf of any exhibition, conference, performance, festival, fete, educational, social or fund raising event (subject to exclusion 10 contained in this Policy);
- c. the hire or loan of plant and/or equipment to other parties;
- d. conducted tours of Your premises;

- e. the provision of any sponsorships, charities, galas, first aid, medical, ambulance or fire fighting service by You or on Your behalf;
- f. the provision and/or management of any canteen, social and/or sporting clubs or educational, welfare and child care facilities by You or on Your behalf, which are primarily for the benefit of Your Employees;
- g. any prior operations or activities which have ceased or have been disposed of but for which You may retain a legal liability and You have disclosed this information to Us.

**“Claim”** means:

- i. a written demand for monetary damages;
- ii. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading;
- iii. a criminal proceeding commenced by a summons or charge; or
- iv. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document.

**“Compensation”** means monies paid or agreed to be paid by judgment, award or settlement for Personal Injury and/or Property Damage and/or Advertising Injury. Provided that such Compensation is only payable in respect of an Occurrence to which this insurance applies.

**“Electronic Data”** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic or electromechanical data processing or electronically-controlled equipment.

**“Employee”** means any person who is employed by You and/or in respect of whom You are required to have cover for workers Compensation or similar cover by any workers Compensation legislation.

**“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 or any prospective employee.

**“Endorsement”** means documentary evidence of an alteration to this Policy.

**“Excess”** the first amount of each claim or series of claims, arising out of any one Occurrence, for which You are responsible. The Excess applicable to this insurance appears in the Schedule. The Excess applies to all amounts for which We will be liable, including the indemnity provided under the heading Defence Costs and Supplementary Payments.

**“General Liability”** means Your legal liability in respect of Personal Injury, Property Damage or Advertising Injury caused by or arising out of an Occurrence happening in connection with Your Business other than Products Liability.

**“Geographical Limits”** means anywhere in the world, except North America where this section of this Policy will only apply in respect of:

- a. Products exported to North America without Your knowledge; and/or
- b. travelling directors, partners, officers, executives, committee members, volunteers or Employees of the Insured whose normal place of residence is outside North America and who are not undertaking manual work or supervision of work in North America.

**“Good Samaritan Act ”** means assisting at the scene of a medical emergency, accident or disaster by the Insured or any Named Insured present either by chance, or in response to an S.O.S. call following a disaster or accident whilst at or in transit to or from the address of the Business, provided however that the Insurer shall not be liable where the employee was acting at the time under a contract of employment with any employer other than the Insured.

**“Hovercraft”** means any vessel, craft or device 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.

**“Insured Amount”** means the maximum amount that will be paid under a section or part of a section of this Policy as specified in the Schedule.

**“Incidental Contracts”** means:

- a. any written rental agreement or lease and/or hire of real or personal property not requiring an obligation to insure such property;
- b. any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential

- services, except those contracts in connection with work done for such authorities or entities;
- c. any written contract with any railway authority for the loading, unloading and/or transport of Products, including contracts relating to the operation of railway sidings;
- d. those contracts designated in the Schedule.

**“Limit of Liability”** means the amount specified in the Schedule next to the heading Limit of Liability.

**“Medical Professional”** means any medically qualified doctor including but not limited to anaesthesiologists, radiologists, pathologists, surgeons, cardiologists, general practitioners and obstetricians. Medical Professional also extends to include student doctors, medical interns, dentists and midwives.

**“Medical Services”** means:

- a. any treatment carried out under general anaesthesia;
- b. any dental services or treatment;
- c. any procedures connected with weight loss, sterilisation, childbirth or provision of midwife services.

**“Molestation”** means any abuse of a sexual nature, indecent exposure or sexual misconduct, whether or not such act is the subject of a criminal investigation.

**“Named Insured”** means:

- a. the person(s), corporations and/or other organisations specified in the Schedule;
- b. all existing subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured incorporated in Australia and/or any other organisations under the control of the Named Insured;
- c. all subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured and/or any other organisations under the control of the Named Insured incorporated in Australia and which are constituted or acquired by the Insured after the commencement of the Period of Insurance;
- d. every Subsidiary Company and/or controlled corporation and/or other organisation of the Named Insured which is divested during the Period of Insurance, but only in respect of claims made against such divested subsidiary or controlled corporation or organisation caused by or arising out of Occurrences insured against by this Policy, which occurred prior to the date of divestment.

**“North America”** means:

- a. the United States of America and Canada;
- b. any state, territory or protectorate incorporated in, or administered by, the United States of America or Canada; and
- c. any country or territory subject to the laws of the United States of America or Canada.

**“Occurrence”** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage and/or Advertising Injury that is neither expected nor intended (except for the matters set out in item e) of the definition of ‘Personal Injury’) from Your standpoint.

With respect to Personal Injury or Property Damage, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.

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

**“Period of Insurance”** means the time cover commences to the time cover expires. The dates are shown on the current Schedule. Unless stated otherwise, cover shall expire at 4.00 pm local time at the place where You arranged the cover.

**“Personal Injury”** means:

- a. bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom;
- b. false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
- c. wrongful entry or wrongful eviction from or other invasion of right to private occupancy of property;
- d. libel, slander or defamation of character or invasion of privacy, unless arising out of Advertising Injury;
- e. assault and battery including use of force not committed by You or at Your direction, unless committed for the purpose of preventing or eliminating danger to persons or property.

In the event of Personal Injury claims arising from latent injury, latent sickness, latent disease, latent illness or latent disability; such injury, sickness, disease, illness or disability in respect of each claim shall be deemed to have

occurred on the day such injury, sickness, disease, illness or disability was first medically diagnosed.

**“Policy”** means this document, the Schedule and any Endorsement or memoranda affixed and any future documents issued to You which amends the Policy wording or Schedule. Together they form the insurance contract.

**“Pollutants”** means any solid, liquid, gaseous or thermal irritant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

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

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

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

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

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

**“Property Damage”** means:

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

**“Retroactive Date”** means the date shown in the Schedule as the Retroactive Date:

- a. unlimited retroactive cover – if no Retroactive Date is specified in the Schedule or if the Retroactive Date is specified in the Schedule as “Unlimited”, this Policy will provide indemnity in respect of Claim arising from acts errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed (or were alleged to have been committed).
- b. limited retroactive cover – where a Retroactive Date is specified in the Schedule, then this Policy shall only provide indemnity in respect of Claims arising from acts, errors or omissions committed or alleged to have been committed after the Retroactive Date.

**“Schedule”** means the most current Schedule of Insurance or any future renewal Schedule, including any Endorsements issued by Us in connection with this Policy.

**“Software”** means programs, procedures and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment, including any operating system.

**“Subsidiary Company”** means any company in which You have a controlling interest. For the purpose of this definition the term ‘controlling interest’ shall mean the beneficial ownership of shares carrying more than 50% of votes capable of being cast at a general meeting of all shareholders of the company.

**“Terrorism”** means an act including but not limited to the use or threat of force or violence 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) which from its nature or context is committed for or in connection with any political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

**“Tool of Trade”** means a Vehicle that has tools, implements, machinery or plant attached to or towed by the Vehicle and is being used by You at Your premises or on any Work Site. Tool of Trade does not include any Vehicle whilst travelling to or from a Work Site or Vehicles that are used to carry goods to or from any premises.

**“Vehicle”** means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

**“Watercraft”** means any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

**“We”, “Us”, “Our”** means Community Underwriting Agency Pty Limited (ABN 60 166 234 715 AFS License No 448274) as agent for Berkley Insurance Australia (ABN 53 126 559 706).

**“Work Site”** means any premises or site where any work is performed for and/or in connection with Your Business together with all areas surrounding such premises or site and/or all areas in between such premises or site that You shall use in connection with such work.

**“You”, “Your”, “Yours” and “Insured”**

Each of the following is an Insured to the extent specified below:

- a. the Named Insured;
- b. every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive, committee member, Employee or voluntary worker of the Named Insured (including the spouse of any such person while accompanying such person on any commercial trip or function in connection with Your Business), or work experience persons or volunteers while such persons are acting for or on behalf of the Named Insured and/or within the scope of their duties in such capacities;
- c. any Employee superannuation fund or pension scheme managed by or on behalf of the Named Insured, and the trustees and the directors of the trustee of any such Employee superannuation fund or pension scheme which is not administered by corporate fund managers;
- d. every principal in respect of the principal’s liability arising out of:

- i. the performance by or on behalf of the Named Insured of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by this Policy;
  - ii. any Products sold or supplied by the Named Insured, but only in respect of the Named Insured's own acts or omissions in connection with such Products and in any event only for such coverage and limits of liability as are provided by this Policy;
- a. every person, corporation, organisation, trustee or estate to whom or to which the Named Insured is obligated by reason of law (whether written or implied), agreement or permit to provide insurance such as is afforded by this Policy, but only to the extent required by such law, agreement or permit and in any event only for such coverage and limits of liability as are provided by this Policy;
  - b. every person, corporation, organisation, trustee or estate to whom or to which the Named Insured is obligated by reason of law (whether written or implied), agreement or permit to provide insurance such as is afforded by this Policy, but only to the extent required by such law, agreement or permit and in any event only for such coverage and limits of liability as are provided by this Policy;
  - c. every officer, member, Employee or voluntary helper of the Named Insured's canteen, social and/or sporting clubs, residents committees or associations, first aid, medical, ambulance or fire fighting services, charities, educational, resident associations, welfare and/or child care facilities, while acting in their respective capacities as such;
  - d. any director, partner, proprietor, officer, committee member or executive of the Named Insured in respect of private work undertaken by the Named Insured's Employees or volunteers for such person and any Employee or volunteer whilst actually undertaking such work;
  - e. the estates, legal representatives, heirs or assigns of:
    - i. any deceased or insolvent persons; or
    - ii. persons who are unable to manage their own affairs by reason of mental disorder or incapacity;
- who would otherwise be indemnified by this Policy, but only in respect of liability incurred by such persons as described in clauses e i) and e ii) above;
- f. every party including joint venture companies and partnerships to whom the Named Insured is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy; but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by this Policy.
- "Your Business"** means the business as described in the Schedule (and, where applicable, as further described in any more specific underwriting information provided to Us at the time when this insurance was negotiated) and shall include:
- a. the ownership of premises and/or the tenancy thereof by You;
  - b. the provision of any sponsorships, charities, galas, first aid, medical, ambulance or fire fighting service by You or on Your behalf;
  - c. private work undertaken by Your Employees for any of Your directors, partners, proprietors, officers or executives;
  - d. the provision of any canteen, social and/or sporting clubs or welfare and/or child care facilities by You or on Your behalf, which are primarily for the benefit of Your Employees.

# Exclusions

We do not cover any liability:

## 1. Advertising Injury

for Advertising Injury:

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

## 2. Aircraft or Hovercraft

arising from:

- a. the ownership, maintenance, operation, or use by You of any Aircraft or Hovercraft;
- b. any property used for the purpose of an airport or any Aircraft landing strip other than in respect of any privately owned landing strip.

## 3. Aircraft Products

arising out of any Products which an insured person knew or has reasonable cause to believe would be or is intended for incorporation into any critical part, the structure, machinery or controls of any Aircraft.

## 4. Alterations, Additions and Construction

arising from or in any way connected to any construction, erection or demolition work other than such work undertaken by You or on Your behalf where the total amount of all work is less than \$500,000.

## 5. Asbestos

directly or indirectly caused by, arising from or in any way connected to inhalation of or fears of the consequences of exposure to or inhalation of Asbestos.

## 6. Breach of Professional Duty

arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable, including and without limiting the foregoing, breaches in connection with any activities conducted by a Medical Professional or in connection with the provision of any Medical Services, but this exclusion shall not apply to claims for Personal Injury and/or Property Damage:

- a. arising out of the rendering of or failure to render medical or non medical care or treatment by any Insured Person other than a Medical Professional;
- b. arising out of or in connection with any Good Samaritan Act; or
- c. arising out of advice which is given by You for no fee; or
- d. arising out of advice given in respect of the use or storage of Your Products.

Provided that this exclusion shall not apply to:

- i. Your vicarious liability arising from the employment or engagement of any Medical Professional; or
- ii. where you are legally liable under Optional Extension 2 Prior Acts Coverage.

## 7. Contractual Liability

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

- a. effect insurance over property, either real or personal;
- b. assume liability for Personal Injury and/or Property Damage and/or Advertising Injury regardless of fault;

provided that this exclusion shall not apply with regard to:

- i. liabilities which would have been implied by law in the absence of such contract or agreement; or
- ii. liabilities assumed under Incidental Contracts; or
- iii. terms regarding merchantability, quality, fitness or care of Your Products which are implied by law or statute; or
- iv. liabilities assumed under the contracts specifically designated in the Schedule or in any endorsement(s) to this Policy.

## 8. Damage to Products

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

## 9. Employers Liability

- a. for Bodily Injury to any Worker in respect of which You are or would be entitled to indemnity under any policy of insurance, fund, scheme or self-insurance 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. 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.
- c) For the purpose of exclusions 9 a) and 9 b):
  - i. the term 'Worker' means any person who is employed by You or who is deemed to be employed by You pursuant to any Workers Compensation Law. Voluntary workers, secondees and work experience students (if any) shall not be deemed to be Your Workers.
  - ii. the term 'Bodily Injury' means bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom.

## 10. Events

for Personal Injury and/or Property Damage arising directly or indirectly out of or in connection with the organisation, promotion, coordination, supervision and/or operation by You or on Your behalf of any form of exhibition, conference, performance, festival, fete, educational, social or fund raising event which involve:

- a. more than 500 people are estimated to be in attendance or;
- b. an event which is not held in commercially operated premises such as a club, restaurant, theatre or;
- c. the supervision and/or operation of any form or type of firework / pyrotechnic display, amusement ride, mechanical ride, animal ride, inflatable amusement and/or any similar type of amusement unless such supervision and/or operation is contracted to an independent person or entity for the hire of such devices and you have obtained and retained current evidence of insurance from that person or entity that they hold a Public Liability insurance policy with a minimum limit of indemnity of \$5,000,000 any one occurrence.

## 11. Faulty Workmanship

for the cost of performing, completing, correcting or improving any work undertaken by You other than any liability to pay compensation for damage to other property resulting from such work.

## 12. Fines, Penalties, Punitive, Exemplary or Aggravated Damages

for any fines, penalties, punitive, exemplary or aggravated damages or damages resulting from the multiplication of compensatory damages.

## 13. Hazardous Activities

to any person who is actually participating in any performance, sport, game, trial, rally, contest or display involving:

- a. aerial activities including hot air ballooning, gliding, hang gliding, parachuting, base jumping or bungee jumping;
- b. winter snow sports other than skiing;
- c. other extreme sports or activities including paintball / skirmish games, outdoor rock climbing, abseiling, canyoning, caving, white water rafting or kayaking, jet skiing;
- d. motor racing, rallies or speed trials, off-road four wheel driving, trail bike riding or use of quad bikes,

- e. horse jumping or rodeo equestrian activities;
- f. the use of fire arms or pyrotechnics;

other than where We have agreed to such activities in writing.

#### 14. Information Technology Hazards

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

- a. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of electronic data and/or software;
- b. error in creating, amending, entering, directing, deleting or using electronic data and/or Software; or
- c. total or partial inability or failure to receive, send, access or use electronic data and/or Software for any time or at all, from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

However this exclusion shall not apply to any liability to pay compensation which arises from:

- i. Your everyday use of the internet for electronic communication, intranet and associated activity; or
- ii. any material on your website in support of Your Business activities.

#### 15. Libel and Slander

for libel and slander:

- a. resulting from statements made prior to the commencement of the Period of Insurance;
- b. resulting from statements made at Your direction with knowledge that such statements are false;
- c. incurred by You if Your Business is advertising, broadcasting, publishing or telecasting.

#### 16. Liquidated Damages

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

#### 17. Loss of Use

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

- a. a delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- b. failure of any Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You; but this Exclusion 17 b) shall not apply to Your liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any Products or work performed by You or on Your behalf after such Products or work have been put to use by any person or organisation other than You.

#### 18. Molestation

for Personal Injury caused by or arising directly out of or in connection with the Molestation of any person, except where provided under Optional Extension 1 if the Schedule shows that you have elected Optional Extension 1.

#### 19. Pollutants

- a. for Personal Injury and/or Property Damage directly or indirectly arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water;
- b. for the cost of testing and monitoring for, removing, nullifying, or cleaning up of Pollutants.

Provided that, with respect to any such liability which may be incurred anywhere other than North America, Exclusions 19 a) and 19 b) shall not apply where such discharge, dispersal, release, seepage, migration or escape is caused by a sudden, identifiable, unintended and unexpected event from Your standpoint which takes place in its entirety at a specific time and place.

#### 20. Product Guarantee

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

#### 21. Product Recall

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



## 22. Property in Your Physical or Legal Control

for damage to property not belonging to You but in Your physical and legal control other than the property described in 'Additional Extension 1 - Property in Your physical and legal control'.

## 23. Property Owned by You

for Property Damage to property owned by You.

## 24. Vehicles

arising out of the ownership, possession or use by You of any Vehicle:

- a. which is registered or which is required under any legislation to be registered; or
- b. in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected),

but exclusions a) and b) shall not apply where:

- i. that compulsory liability insurance or statutory indemnity does not provide indemnity, and
- ii. the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles;
- iii. any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) whilst being operated or used by You or on Your behalf as a Tool of Trade at Your premises or on any Work Site;
- iv. the delivery or collection of goods to or from any Vehicle;
- v. the loading or unloading of any Vehicle;
- vi. any Vehicle temporarily in Your custody or control for the purpose of parking;
- vii. Property Damage caused by or arising out of the movement of any Vehicle which is required to be Conditionally Registered in accordance with the law of any State or Territory in Australia in the event of Your inadvertent and unintentional failure to effect Conditional Registration.

## 25. Watercraft

arising from the ownership, maintenance, operation or use by You of any Watercraft exceeding ten (10) metres in length, whilst such Watercraft is on, in or under water.

Provided that exclusion 25 shall not apply with regard to claims arising out of:

- a. Watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable;
- b. Watercraft owned by others and used by You for business entertainment.

## 26. War, Terrorism, Radioactivity

### a. War

arising directly or indirectly as a result of:

- i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not) and/ or civil war; and/or
- ii. rebellion, revolution, insurrection, military and/ or usurped power.

### b. Terrorism

- i. for any death, injury, illness, Loss, Damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any act of Terrorism regardless of any other contributing cause or event;
- ii. for any death, injury, illness, Loss, Damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to the matters set out in paragraph b) i) of this Exclusion.

### c. Radioactive Contamination

for any:

- i. Loss of or Damage to property eligible for insurance by the relevant Nuclear Insurance Pool and/or Association; or
- ii. Loss, cost, Damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
  1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  3. any weapon or device employing atomic or

- nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Provided that General Exclusion 26 c) ii) 1) shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

The following conditions apply to this Policy.

## 1. Notification of occurrence, claim or suit

You shall give:

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

## 2. Your duties in the event of an occurrence, claim or legal proceeding

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

## 3. Our rights regarding claims

- a. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving Us any statements, documents or assistance We require. This may include giving evidence in any legal proceedings.
- b. We may at any time pay to You, in respect of all claims against You arising directly or indirectly from one source or original cause:
  - i. the amount of the Limit of Liability or such other amount specified in respect thereof (after deduction of any sum(s) already paid by Us, which sum(s) would reduce the amount of Our unfulfilled liability in respect thereof); or

- i. any lesser sum for which the claim(s) can be settled.
- b. Upon making such payment, We shall relinquish conduct and control of, and be under no further liability under this Policy in connection with, such claim(s) except for defence costs and supplementary payments:
  - i. recoverable from You in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or
  - ii. incurred by Us, or by You with Our written consent, prior to the date of such payment.

## 4. Cross liabilities

This insurance extends to indemnify:

- a. each of the parties comprising the Named Insured; and
- b. each of the Insureds hereunder, separately in the same manner and to a like extent as though policies had been issued in their separate names.

Provided always that:

- i. each of such parties shall be separately subject to the terms, claims conditions, General Policy conditions, exclusions and definitions of this Policy in the same manner and to a like extent as though separate policies had been issued; and
- ii. any failure by one party to comply with their duty of disclosure or any of the terms or conditions of the Policy shall not prejudice the rights of the remaining parties to indemnity under this Policy (other than where a party had prior knowledge of any such failure and did not advise Us of such failure);
- iii. in no case shall the amount payable by Us in respect of any one claim or series of claims arising out of any one Occurrence or in the aggregate, as the case may be, exceed the applicable Limit of Liability as specified in the Schedule.

We agree to waive all rights of subrogation or action which We may be entitled to against any party to whom cover under this Policy extends.

## 5. Adjustment of premium

If stated in the Schedule that the premium for this Policy is adjustable and the first premium or any renewal premium for this Policy or any part thereof shall have been calculated on estimates provided by You, You shall keep an accurate record containing all particulars relative thereto

and shall at all reasonable times allow Us to inspect such record.

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

## 6. Changes to the risk

You must tell Us as soon as reasonably practicable of any alteration to the facts or circumstance in relation to Your Business or Products, if Your interest in the Policy changes or other circumstances change which significantly or materially increase the risk that we have agreed to insure.

We will advise you in writing if We agree to accept the changes and you must pay any additional premium that We may require.

## 7. Inspection and audit

We shall be permitted, but not obligated, to inspect Your premises and operations at any reasonable time. Neither Our right to make inspections, nor Our failure to make inspections, nor the making of any 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.

## 8. Subrogation

We shall be subrogated to the Insured's rights of recovery to the extent of any payment made under this cover section. Each Insured agrees to do everything necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable Us to bring proceedings in the name of the Insured.

## 9. Release

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

Notwithstanding condition 9. Subrogation of this Policy, We agree to waive all Our rights of subrogation against any such Authority in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

## 10. Cancellation

This Policy may be cancelled by:

- a. You at any time by notifying us in writing. You can do so by giving such notice through Your insurance broker. Where You involves more than one person or party, We will only cancel this Policy when written agreement to cancel is received from all of such named persons or parties.

We will subtract from any premium You have paid Us, an amount to cover the period that We have already insured You for. We will then return the rest of the premium to You (along with GST and any relevant government charges where this is allowed).

If You have made a claim under this Policy and We have paid or agreed to pay or indemnify You for such claim, no refund will be payable.

- b. Us at any time in any of the circumstances permitted by law by providing You with written notice. We will be entitled to retain premium for the period during which the Policy has been in force.

If the premium has been funded by a premium funding company, which holds a legal right over the Policy by virtue of a notice of assignment and irrevocable power of attorney, the return of premium calculated on the basis set out above will be made to the premium funding company.

## 11. Non accumulation

Where a party insured under the Policy is also entitled to indemnity under another insurance policy issued by Us, our maximum limit of liability shall be equivalent to the highest.

## 12. Allocation

Where in any claim, the Insured incurs loss jointly with others, or incurs in relation to a claim an amount consisting of both Loss covered by this cover section and loss not covered by this cover section, then We and the Insured will allocate such amount between covered loss and uncovered loss based upon Our assessment of which parts of the amount fall in and which fall outside this cover section.

### **13. Reasonable Care**

You must take reasonable precautions to prevent Personal Injury or Property Damage or Advertising Injury as if You were not covered by this Policy such as:

- a. if You discover Your Products may be defective and the defect may cause a claim under this Policy, at Your expense You must take reasonable steps to restrict, trace, recall, modify, replace or repair the products;
- b. maintain and look after other person's or organisation's property and buildings used or occupied by You, in accordance with Your agreement with them;
- c. if Your occupation includes digging below ground at sites away from the Business Premises You must obtain the location of underground services from the owners of the services;
- d. use and store all hazardous materials as required by law.

If You do not take reasonable precautions We may refuse to pay part or all of Your claim.

## Additional Information

### Dispute Resolution

We are committed to providing our clients with a high level of service, empathy with the sector and a reasonable response to all matters.

If you think that we have let you down in any way, or our service is not what you expect, tell Us so that we can help. We are committed to responding to Your complaint fairly.

If you have a complaint:

Step 1: On the spot, if we can!

You can contact us by phone on 02 8045 2580 or by email at [enquiries@communityunderwriting.com.au](mailto:enquiries@communityunderwriting.com.au)

If we can't resolve your complaint immediately, we will commit to responding to your complaint within 15 business days of first being notified of the complaint.

- If We need more information or more time to respond properly to your complaint we will contact you to agree an appropriate timeframe to respond.

Step 2: Internal Dispute Resolution

- If you are not happy with our response, please tell Us in writing. You may escalate it as a dispute and our Internal Dispute Resolution panel (the panel) will review the matter. The panel will be independent of the person who initially considered your complaint.
- The Disputes Resolution Officer will acknowledge your dispute in writing within 2 business days of receipt and will investigate all details of your dispute and will provide you with a written response of the outcome within 15 business days of first being notified of your dispute.
- In some cases we may be unable to reach a conclusion within this timeframe, and may request a later response date. If this occurs, we will keep you informed of progress of the dispute no less than once every 10 days.

Step 3: External Dispute Resolution scheme

Should we be unable to resolve your complaint (including the IDR process referred to above) within 45 days or you are not happy with our response/handling of your complaint at any given time, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service Limited (FOS).

This is an independent national body and its services are free to you. As a member we agree to accept the FOS' decision.

You can contact the FOS by:

Mail: Financial Ombudsman Service Ltd,  
GPO Box 3, Melbourne, Victoria 3001;  
Phone: 1300 78 08 08;  
Fax: +61 3 9613 6399;  
Website: [www.fos.org.au](http://www.fos.org.au)

### Goods and Services Tax (GST)

This insurance Policy has provision for the payment of Goods and Services Tax:

- by You in relation to premiums charged by Us;
- by Us in relation to claims.

You must advise Us of your correct Australian Business Number & taxable percentage. Any GST liability arising from Your incorrect advice is payable by You.

### Retaining Policy Documents

Incidents which may be claimable under this Policy can take many years before they become known to your organisation.

To enable you to prepare the best defence against an incident that may have arisen some years in the past, it is important that you have a document retention and security policy which addresses the effective retention of:

- Your Policy and any endorsements;
- operational and risk management procedures;
- employment records and contracts;
- any published client or other promotional material.