Tee'd Up
Cart Insurance

PRORISK

Tee'd Up Golf Cart Insurance

Product Disclosure Statement and Insurance Policy Wording

PRODUCT DISCLOSURE STATEMENT

Preparation Date: 30 June 2026

1. Introduction

The Insurer

The **ProRisk** Golf Golf cart insurance Insurance **Policy** is issued by Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076 ("**ProRisk**") on behalf of the **Underwriters**.

How To Contact Us

We can be contacted by telephone or in writing at:

ProRisk

Level 2, 115 Bridge Road

Richmond VIC 3121

Email: enquiries@prorisk.com.au

Phone: (03) 9235 5255

Fax: 1800 633 073

Tee'd Up Golf cart insurance

Tee'd Up Golf cart insurance ("Tee'd Up") is a registered business name of CeeJaze Management and Consulting P/L ABN 59 643 270 220 (ASIC Auth Rep. No. 320608) ("**CeeJaze**").

CeeJaze is an Authorised Representative of Insurance Advisernet Australia P/L ABN 15 003 886 687 AFSL 240549.

Tee'd Up Golf cart insurance is the distributor and will arrange this insurance for **You**. If You have any questions about the Policy, please contact **Tee'd Up** Golf cart insurance for assistance.

Tee'd Up Golf cart insurance can be contacted by telephone or in writing at:

PO Box 54

MOUNT KURING-GAI NSW 2080

Email: golf@ceejaze.com.au

Phone: (02) 9457 0057

The Policy

The **Policy** is an important document. The **Policy** wording and **Schedule** together set out the cover provided, the amount insured and the terms and conditions of **Your** insurance. Please read the **Policy** carefully and keep it in a safe place.

ProRisk

Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076, has the authority to bind this **Policy** on behalf of the **Underwriters**.

Insurer May Not Refuse to Pay a Claim in Certain Circumstances

Your application for insurance cover will be treated as if **You** are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, **You** have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 (Cth). It is very important that **You** comply with **Your** duty, as this may impact Your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When **You** apply for insurance, We will ask **You** clear and specific questions that are relevant to **Our** decision to insure **You**. **Your** answers in response to **Our** questions are important as **We** use them to determine whether **We** can provide insurance cover to **You**, and if so, the terms of the **Policy** and the premium **We** will charge. This means that when answering **Our** questions, **You** should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime **You** answer **Our** questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers **You** provide to **Us**, for example, when a claim is made.

Guidance for answering Our questions:

Important: Please ensure that **You** take care when providing **Your** answers in response to **Our** questions in relation to **Your** insurance application. **You** should respond fully, honestly and accurately. If **You** do not, it may affect **Your** insurance cover.

When answering Our questions, please:

(a) Think carefully about **Your** responses. If **You** do not understand the question or require further explanation, please ask **Us** before responding;

(b) Make sure **Your** responses are truthful, accurate and complete answers to every question that **We** ask **You**;

(c) Provide **Us** with all relevant information in response to **Our** questions. If **You** are unsure what information to include, please include it or check with **Us** or **Tee'd Up**;

(d) Do not assume that **We** will contact anyone else for the information **We** are asking **You** for; and

(e) Review each answer **You** have provided on **Your** insurance application carefully and make any corrections (if necessary) before submitting it to **Us**. **You** are responsible for the answers that **You** provide **Us**, even if **You** have had help in preparing **Your** application, for example from **Tee'd Up**.

Before **Your** insurance cover starts, please tell **Us** of any changes that may be required to the answers **You** have given to **Our** questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after **Your** insurance cover starts, **You** think **You** may not have complied with **Your** duty, please contact **Us** or **Tee'd Up** immediately and **We** will let **You** know whether it has any impact on **Your** cover.

We may contact **You** after **You** have submitted **Your** application to clarify or collect any information that **You** may not have included. The information **You** provide may be recorded and used by **Us** in assessing **Your** application. **Your** duty to take reasonable care not to make a misrepresentation applies to all types of communication with **Us**, including written, electronic, online, when speaking with **Us** in person or on the telephone, or a mix of these.

If You do not comply with Your duty:

If **You** do not take reasonable care not to make a misrepresentation, it may have serious consequences for **Your** insurance. If **You** have failed to comply with **Your** duty, **We** have certain rights, for example, **We** may do one of the following:

(a) Avoid **Your** insurance cover. This means that **Your** insurance contract and cover will be treated as if it never existed;

(b) Change the amount of cover, for example the level of cover may be reduced;

(c) Change the terms of **Your** insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or premiums increased.

If **We** suspect that **You** may have breached **Your** duty to take reasonable care not to make a misrepresentation, before **We** exercise any of the actions available to **Us**, **We** will:

(a) Explain **Our** reasons why **We** believe **You** have breached **Your** duty; and

(b) Provide **You** with an opportunity to respond and provide **Us** with further information.

If **We** decide to make changes to **Your** cover, **We** will notify **You** of **Our** decision and provide **You** with the review process and complaints procedure to follow if **You** disagree with **Our** decision.

If You need help.

It is very important that **You** understand this information, the questions that **We** ask **You** and **Your** duty. If **You** are having difficulty for any reason, such as a disability, English language, or require further support such as a support person **You** trust, please contact **Us** so that **We** may tell **You** how **We** may assist in providing additional support.

If **You** have any questions, please contact **Us** or **Tee'd Up Golf cart insurance**.

Privacy Collection Statement

ProRisk is bound by the obligations of the *Privacy Act 1988* (Cth) regarding the collection, use, disclosure and handling of personal information.

We collect personal information about **You** and about other individuals to enable **Us** to provide **You** with relevant products and services, to assess **Your** application for insurance and, if a contract is entered, to enable **Us** to provide, administer, and manage the **Policy**, and to investigate and handle any claims under the **Policy**. **We** may disclose personal information **We** collect to third parties (who may be located in the United Kingdom and other countries outside Australia). These include the insurer, lawyers, claims adjusters, and others appointed by **ProRisk** to assist **Us** in providing relevant products and services. **We** may also disclose **Your** information to people listed as co-insured on the **Policy** and to **Your** agents. By providing **Your** personal information to **Us**, **You** consent to **Us** making these disclosures.

If **You** do not provide all or part of the information required, **We** may not be able to provide **You** with **Our** products and services, consider **Your** application for insurance, administer the **Policy**, assess or handle claims under the **Policy**. **Your** duty to take reasonable care not to make a misrepresentation may require **You** to provide personal information to **Us**.

When **You** provide **Us** with personal information about other individuals, **We** rely upon **You** to have made them aware of that disclosure, and to ensure that they are aware of the matters set out in this **ProRisk** Privacy Statement and **ProRisk's** Privacy Policy and have consented to the disclosure.

Further information about **ProRisk's** collection, use, disclosure and handling of personal information is set out in its Privacy Policy, available on its website at www.prorisk.com.au. To obtain a hard copy of our Privacy Policy or to request access to or correction of or to update personal information, contact the Privacy Officer at **ProRisk** by email: enquiries@prorisk.com.au or by mail at the address shown on the **Policy**.

General Insurance Code of Practice

ProRisk and **Underwriters** proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of the Code can be obtained from www.codeofpractice.com.au

The **Policy** and the **Schedule** are Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia.

Financial Hardship

We will review any Financial Hardship application in accordance with the General Insurance Code of Practice and any applicable guidelines.

Complaints Handling

If **You** have any concerns or wish to make a complaint in relation to this **Policy**, **Our** services or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve **Your** concerns in accordance with **Our** Internal Dispute Resolution procedure. Please contact in the first instance:

ProRisk

Level 2,115 Bridge Road,

Richmond VIC 3121

Email: enquiries@prorisk.com.au

Phone: 1800 963 633

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

PO Box R1745.

ROYAL EXCHANGE. NSW 1225

Email: idraustralia@lloyds.com

Phone: 02 8298 0783

A final decision will be provided to **You** within 30 calendar days of the date on which **You** first made the complaint unless certain exceptions apply.

You may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to **Your** satisfaction within 30 calendar days of the date on which **You** first made the complaint or at any time:

Australian Financial Complaints Authority
GPO Box 3. Melbourne VIC 3001
Email: info@afca.org.au
Telephone: 1800 931 678

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

Service of Suit

The **Underwriters** accepting this Insurance agree that:

(a) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the **Underwriters** 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 **Underwriters** may be served upon:

Lloyd's Underwriters' General Representative in Australia

PO Box R1745

ROYAL EXCHANGE NSW 1225

Email: serviceofsuitaus@lloyds.com

who has authority to accept service on the **Underwriters**' behalf;

(c) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

Australian Terrorism and Cyclone Insurance Act 2003 (Cth) Notice (NMA2984A)

Underwriters have treated this insurance (or part of it) as an insurance to which the Australian Terrorism and Cyclone Insurance Act 2003 (Cth) (ATACIA) and any subsequent amendments, including any successor, replacement or equivalent legislation applies.

ATACIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATACIA.

Any coverage established by ATACIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATACIA. The terrorism exclusion, to which this insurance is subject applies, with full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this insurance including applicable limits and deductibles remain unchanged.

If **Underwriters** have reinsured this insurance with the Australian Reinsurance Pool Corporation, then **Underwriters** will not be liable for any amounts for which they are not responsible under the terms of ATACIA due to the application of a "reduction percentage" as defined in ATACIA which results in a cap on **Underwriters** liability for payment for "eligible terrorism losses".

Policy Coverage

The **Policy** covers **Your** electrically powered, battery powered or petrol powered golf cart, ride on buggy or ride on scooter designed for use on golf courses that are specified in the **Schedule** and associated charges, fixed accessories, modifications and attachments otherwise known as golf cart insurance. This **Policy** covers **Items** specified in the Schedule for accidental **Damage** and against fire, theft and other specified events.

This policy contains some specific limitations and exclusions. There are also general exclusions. **You** should read the whole of this document carefully and ensure that it meets **Your** requirements.

Words with Special Meanings

Words are sometimes capitalised, bolded or italicised to show that words are abbreviations or have a particular defined meaning, please refer to the Definitions contained in this introduction, and in the policy to obtain the full meaning of these terms.

Cooling-off Period

If **You** want to return **Your** insurance after **Your** decision to buy it, **You** may cancel it and receive a full refund. To do this **You** may notify **Tee'd Up Golf cart insurance** electronically or in writing within 21 days from the date the **Policy** commenced.

This cooling-off right does not apply if **You** have made or are entitled to make a claim. Even after the cooling-off period ends, **You** still have cancellation rights. However, **We** may deduct certain amounts from any refund (refer to the policy under the section **'General conditions - Cancelling the Policy'**.

How to Make a Claim

If **You** need to make a claim against this **Policy**, please refer to General Terms & Conditions 5.5 'Claims Procedures' of the **Policy**. If **You** have any queries, please contact **Tee'd Up** or **Us** as soon as possible.

Goods & Services Tax

The **Sum Insured** that **You** choose should exclude Goods and Services Tax ("GST").

In the event of a claim, if **You** are not registered for GST, **We** will reimburse **You** the GST component in addition to the amount **We** pay **You**. If **You** are registered for GST, **You** will need to claim the GST component from the Australian Taxation Office.

Input Tax Credit	Claim Settlement
0%	Settled inclusive of GST
100%	Settled less GST
80%	Settled less 80% of the GST

You must advise **Us** of **Your** correct input tax credit percentage where **You** are registered as a **Business** and have an Australian Business Number. Any GST liability arising from **Your** incorrect advice is payable by **You**.

GENERAL TERMS & CONDITIONS

2. General Terms & Conditions

The following general terms and conditions apply to **Your Policy**:

2.1 Precautions

2.1.1 **You** must take all reasonable care to prevent or minimise loss or damage.

2.1.2 **You** must take all reasonable precautions in relation to any **Lithium Battery** including ensuring that:

(a) charging of any **Lithium Battery** is monitored for fire, temperature, smoke, damage and charge status and shall only be performed using charging equipment supplied or approved by the **OEM**;

(b) the location where any **Lithium Battery** is charged shall be free of any sources of ignition or flammable materials;

(c) all **OEM** guidelines and recommendations in relation to the use, installation, storage, charging and maintenance of any **Lithium Battery** must be complied with; and

(d) any repairs, modifications, alterations to any **Lithium Battery** or its charging equipment shall only be performed by a licensed installer and as per the **OEM** guidelines.

If **You** do not comply with these precautions, **We** may reduce or refuse payment for a claim only to the extent permitted by law and only to the extent that the non-compliance caused or contributed to the loss or **Damage**.

2.2 Cancellation

We will only cancel this **Policy** as permitted by law.

The **Policy** may otherwise be cancelled in writing following mutual agreement between **Us** and **You**.

You may cancel this **Policy** at any time in writing to **Us**. In the event of cancellation, **We** will retain the earned proportion of the premium calculated pro rata as at the date of cancellation, provided **We** will always retain a minimum of 25% of the **Premium**.

2.3 The Premium

We will refund **You** the proportion of **Premium** for the unexpired portion of the **Insurance Period** less any tax or duty paid or owing for which **We** are unable to obtain a refund.

2.4 Premium Funders

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, a refund will be made to the premium funding company of the proportionate part of the **Premium** applicable to the unexpired portion of the **Insurance Period**.

2.5 Claims Procedures

You must not negotiate, admit or deny any claim without **Our** written permission.

When an event happens that is likely to result in a claim under the **Policy**, **You**, or any other person or party covered by the **Policy**, must:

2.5.1 take all reasonable precautions to prevent further loss, damage, injury, illness or liability;

2.5.2 inform the police as soon as reasonably practicable if property is lost, stolen or maliciously damaged;

2.5.3 notify **Us** as soon as reasonably practicable of the event;

2.5.4 provide **Us** with reasonable written details of the event within 30 days of learning that the event happened;

2.5.5 supply **Us** with all information and assistance as **We** may reasonably require;

2.5.6 allow **Us** to use any legal rights held by **You** or held by any other party covered by **Your Policy,** although **We** will only use these legal rights after consulting with **You** and will exercise them reasonably;

2.5.7 as far as possible (although not where it would be dangerous to do so) preserve any products, appliances, plant or other items which might prove necessary or useful as evidence until **We** have had a reasonable opportunity of inspection.

2.6 Payments in respect of Goods and Services Tax

When **We** make a payment to **You** or on **Your** behalf under the **Policy** for the acquisition of goods, services or other supplies, **We** will reduce the amount of the payment by the amount of any input tax credit that **You** are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

When **We** make a payment to **You** or on **Your** behalf under the **Policy** as compensation instead of payment for the acquisition of goods, services or other supplies, **We** will reduce the amount of the payment by the amount of any input tax credit that **You** are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supplies.

2.7 Payment of Excess

When **You** have a claim under this **Policy You** must pay the **Excess** amount in accordance with the terms and conditions applicable. Limits and sub-limits of the **Sum Insured** shall apply in addition to, and shall not be reduced by, the amount of any applicable **Excess**.

Only one **Excess** will apply to all damage resulting from earthquake, subterranean fire, volcanic eruption, bushfire, storm, hail or rainwater that is continuous, is due to the same general conditions, and occurs within a 72-hour period from the first happening of damage.

2.8 Progress Payments

If a claim is covered by the **Policy**, **We** will make reasonable progress payments to **You** or on **Your** behalf at such stages as **You** or **Us** may agree.

2.9 Interests of Other Parties

When the **Policy** covers the interests of more than one party, any act or failure to act of an individual party will not prejudice the rights of the remaining parties, provided that the remaining parties as soon as reasonably practicable on becoming aware of any act or failure to act relevant to **Our** acceptance of the risk or which increases the risk of loss, damage or liability, give notice in writing of the circumstances to **Us** and agree to pay such reasonable additional **Premium** as **We** may require.

2.10 Fraudulent Claims

If **You** or any party covered by the **Policy** makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, **We** may be entitled to refuse payment of the claim or **We** may cancel the contract. If **Your** misrepresentation is fraudulent, **We** may also have the option of avoiding the contract from its beginning.

2.11 Misrepresentation / Duty to take reasonable care

If **You** make a misrepresentation to **Us** or if **You** do not comply with **Your** duty to take reasonable care not to make a misrepresentation and **We** issue the **Policy** with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation and **Your** duty to take reasonable care not to make a misrepresentation had been complied with, then:

2.11.1 **We** may reduce our liability under the **Policy** so that **We** are placed in the same position as **We** would have been in had there not been any misrepresentation and **Your** duty to take reasonable care not to make a misrepresentation had been complied with; or

2.11.2 **We** may cancel the **Policy**; or

2.11.3 if the misrepresentation or **Your** duty to take reasonable care not to make a misrepresentation was fraudulent, **We** may avoid the **Policy.**

2.12 Other Insurance & Contribution

When **You** make a claim on the **Policy You** must also supply **Us** with written details of all policies that may cover or partially cover that claim.

2.13 Notifications

All notices and communications must be made or confirmed in writing by **You** or **Your** intermediary. Other forms of communication will not be acted upon by **Us** until confirmed in writing by **You** or **Your** intermediary.

2.14 Proper Law & Jurisdiction

The construction, interpretation and meaning of the provisions of the **Policy** shall be determined in accordance with the laws of **Australia** and the Australian State or Territory in which the **Policy** is issued. In the event of any dispute arising under this **Policy**, including but not limited to its construction, validity, performance and/or interpretation, **You** will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

Geographical Limits

The cover provided under the **Policy** is limited to loss or **Damage** which occurs in **Australia**.

2.15 **Sanctions Limitation**

We will not be liable under this **Policy** to make any payment or to provide any other benefit to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance.

GOLF CART INSURANCE POLICY

Our Agreement

Subject to all of the terms and conditions contained in the **Policy** and payment of the **Premium**, **We** will provide **You** with the cover shown in the **Policy** up to the amount shown in the **Schedule** or any lesser limit specified in **Your Policy**. Coverage is limited to the **Insurance Period** indicated in the **Schedule**.

3. Cover

We will pay up to the **Sum Insured** for the cost of repairing or replacing **Items** described in the Policy Schedule that are **Damaged** during the **Insurance Period** including by:

3.1 accidental damage

3.2 fire, lightning, explosion, malicious **Damage** or vandalism;

3.3 theft following forcible and violent entry which causes visible **Damage** to a locked vehicle or **Building**;

3.4 collision or overturning of the conveying vehicle.

4. Extensions

4.1 Emergency Mitigation Costs

In the case of an emergency where **You** are required to prevent further loss or damage to **Your** property as a direct result of that emergency, and the property is covered by the **Policy**, **We** give **You** the authority to arrange these emergency repairs on **Our** behalf. **We** will not pay more than the **Sub Limit** in the **Policy Schedule**.

4.2 Reinstatement of Sum Insured

When the **sum insured** for the **insurance period** is reduced in whole following a covered claim **we** will automatically reinstate the **sum Insured** to provided that:

4.2.1 the maximum amount **we** will pay during the **insurance period** is limited to twice the **sum insured**; and

4.2.2 **you** pay or agree to pay any additional **premium we** require.

4.3 Lithium Battery Fire Cover

We will cover loss, destruction or **Damage** to an insured **Item** caused by fire, explosion, smoke, heat, melting, electrical arcing or thermal runaway arising from a **Lithium Battery**, provided that:

4.3.1 the **Item** is specified in the **Schedule**;

4.3.2 the **Lithium Battery** forms part of, powers, operates, charges or supports the insured Item or an accessory, attachment or equipment forming part of or used with the **Item**;

4.3.3 **You** have complied with the **Lithium Battery** precautions set out in this **Policy**.

For the avoidance of doubt, the exclusion for mechanical, electronic or electrical breakdown or malfunction does not apply to resultant fire, explosion, smoke, heat, melting, electrical arcing or thermal runaway **Damage** to the insured Item caused by or arising from a **Lithium Battery**.

5. Definitions

The following definitions shall apply to the words used in the **Policy**.

5.1 **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), which from its nature or context is done for, or in connection with, political, religious, ideological 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.

5.2 **Australia** means the Commonwealth of Australia and all of its States and Territories including all external Territories, all referred to in this **Policy** as Australia.

5.3 **Building** means a permanently fixed structure that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed.

5.4 **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

5.5 **Damage** or **Damaged** means accidental physical damage, destruction or loss.

5.6 **Endorsement** means an individual endorsement document that **We** give **You** that attaches to and forms part of the **Policy**. This document varies the terms and conditions of the **Policy**.

5.7 **Excess** means the first amount of each claim. The amount of the **Excess** is shown in the **Schedule**.

5.8 **Flood** means the covering of normally dry land with water released or that has escaped from the normal confines of:

5.8.1 any watercourse, whether natural or altered;

5.8.2 any lake, river or creek, whether natural or altered; or

5.8.3 any reservoir, canal or dam.

5.9 **Insurance Period** means the insurance period shown in the **Schedule**.

5.10 **Item** or **Items** means **Your** electrically powered, battery powered or petrol powered golf cart, ride on buggy or ride on scooter designed for use on golf courses that are specified in the **Schedule** and associated chargers, fixed accessories, modifications and attachments.

5.11 **Lithium Battery** means any lithium-ion, lithium-polymer, lithium iron phosphate, lithium metal or other lithium-based battery, battery cell, battery pack, battery module, battery management system, charger, charging equipment, cable, connector or associated electrical component used to power, operate, charge or support any Item or accessory, attachment or equipment forming part of or used with any **Item**.

5.12 **OEM** means the original equipment manufacturer of the electronically driven equipment or a company approved and/or licensed by the original equipment manufacturer.

5.13 **Money** means coins, bank notes or negotiable instruments such as, but not limited to, cheques, stamps, money orders, vouchers and tickets.

5.14 **Policy** means this document, including the policy wording, any **Endorsements** to it, the **Schedule**, the **Proposal** and any other documents that **We** issue to **You** and advise **You** that they form part of the **Policy**.

5.15 **Pollutant** 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.

5.16 **Premises** means the premises at the location or locations shown in the **Schedule**.

5.17 **Premium** means the amount(s) shown in the **Schedule** that **You** have to pay inclusive of all charges for the cover **We** provide under the **Policy**.

5.18 **Proposal** means the proposal document **You** complete for this insurance.

5.19 **Schedule** means the schedule document that **We** give **You** that attaches to and forms part of **Your Policy**.

5.20 **Sum Insured** means the retail or market value of property of a similar type, age and condition to the **Damaged** or destroyed Items at the time of the **Damage**:

5.20.1 adjusted for any special features, and

5.20.2 having regard to used prices guides and any other relevant information.

5.21 **Underwriters** means Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076 ("ProRisk") on behalf of certain Underwriters at Lloyd's ("Lloyd's Underwriters").

5.22 **We**, **Us** and **Our** means **ProRisk** on behalf of **Underwriters**.

5.23 **You**, **Your** or **Yours** means the person(s) or parties shown as the **Policyholder** in the **Schedule**.

6. Basis of Settlement

6.1 Market Value

Unless otherwise specified in the **Policy Schedule**, claims will be settled on the basis of market value.

Where **Items** are lost, destroyed or **Damaged**, **We** will, at **Our** option (which will be exercised reasonably):

6.1.1 pay the market value of the **Item** at the time of the loss or **Damage**; or

6.1.2 repair or replace the **Item** with property of a similar type, age and condition,

provided that **We** will not pay more than the **Sum Insured** for any **Item You** have chosen to insure as shown in the **Policy Schedule** for that **Item**.

6.1.3 Market value means the retail or market value of property of a similar type, age and condition at the time of the loss or Damage, having regard to:

(a) the age, condition and remaining useful life of the Item;

(b) any special features, modifications or attachments; and

(c) relevant market prices, valuation guides or other available information.

6.2 Partial Damage

Where an **Item** is **Damaged** and can be repaired, **We** will pay the reasonable cost of repairs necessary to restore the Item to a condition substantially the same as its condition immediately prior to the **Damage**, subject to the **Sum Insured**.

6.3 The Maximum Amount We Will Pay

We will not pay more than the **Sum Insured** for any **Item You** have chosen to insure as shown in the **Policy Schedule** for that **Item**.

7. Limitations of Cover

7.1 Excess

You are liable for the **Excess** which is shown in the **Policy Schedule** for each and every event that results in **Damage**.

7.2 Obsolete Items or Improvements

If an **Item** cannot be purchased as a new Item or if an **Item** cannot be repaired or replaced without improving the output, capacity or efficiency of that **Item** then **We** will only pay the cost of replacing or repairing that **Item** less an amount equal to the value of any such improvement(s).

8. Exclusions

8.1 Aggravated, Punitive or Exemplary Damages, Fines or Penalties

Your Policy does not cover any fines, penalties, exemplary, punitive, liquidated or aggravated damages or additional damages resulting from the multiplication of compensatory damages.

8.2 Alteration of Risk

If the risk of loss or damage covered by the **Policy**, is significantly increased by any alteration in the circumstances that affect **You**, **We** will not cover any claims that are caused by or arise from such alteration unless:

8.2.1 **You** did not know of the alteration; or

8.2.2 **You** have notified **Us** of the alteration, and **We** have agreed, acting reasonably, to accept the alteration to the risk. If **We** accept the alteration, to the extent it affects **Our** assessment of risk, **We** may apply additional terms and conditions. **We** shall be entitled to payment of reasonable additional **Premium**.

8.2.3 If **We** do not agree to cover the alterations, **We** may cancel this **Policy**.

8.3 Asbestos

The **Policy** does not cover:

8.3.1 personal injury arising directly or indirectly, out of or caused by, through or in connection with the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivatives of asbestos;

8.3.2 property damage, or loss of use or diminution in value of property, arising directly or indirectly, out of or caused by, through or in connection with asbestos, asbestos fibres or derivatives of asbestos; and

8.3.3 the cost of cleaning up, removing, treating, controlling, storing or disposing of asbestos, asbestos fibres or derivatives of asbestos.

8.4 Excluded Causes

We will not pay for **Damage** caused by or arising from or losses relating to:

8.4.1 mechanical, electronic or electrical breakdown or malfunction except that this exclusion does not apply to:

a. breakdown or malfunction that occurs as a consequence of any other **Damage** to the insured **Item**; or

b. resultant fire, explosion, smoke, heat, melting, electrical arcing or thermal runaway **Damage** to the **Item** caused by or arising from a **Lithium Battery**, where cover is provided under the Lithium Battery Fire extension;

8.4.2 cracking, scratching, denting, chipping, breakage of glass or fragile Items or surfaces, or other aesthetic defects that do not affect the operation or function of the **Item** unless it occurs as a consequence of any other **Damage** to the insured **Item**;

8.4.3 corruption or loss of data;

8.4.4 vermin or insects;

8.4.5 scratching, denting, chipping or other aesthetic defects that do not affect the operation or function of the **Item**;

8.4.6 gradually operating causes such as, but not limited to, the action of light or atmospheric conditions or gradually developing conditions, vibration, wear, tear and/or depreciation;

8.4.7 mildew, mould, corrosion, oxidation, fading, rusting or other forms of oxidisation, or any process of heating, drying, cleaning, dyeing or alteration although this Exclusion will not apply where **Damage** is caused by the radiant heat of a fire event not otherwise excluded; or

8.4.8 faulty materials, faulty workmanship or latent defect of which **You** were aware or ought reasonably to have been aware.

8.4.9 fraud or dishonesty by **You;**

8.4.10 fraud or dishonesty by others to whom **Items** insured are delivered, entrusted, loaned or rented where committed with **Your** express or implied authority or consent;

8.5 Excluded Losses

We will not pay for:

8.5.1 any alteration, improvements or overhaul of any **Item**, even if it occurs during repair or replacement following **Damage** to the **Item** insured;

8.5.2 losses that are not directly associated with the incident that caused you to claim;

8.5.3 theft of property left in the open air except from any location where the cart is legitimately parked or stored, subject to taking reasonable security precautions (e.g. keys removed);

8.5.4 theft from a **Building** or vehicle unless the **Building** or vehicle was securely locked, and:

(a) the theft follows forcible and violent entry which is evidenced by visible **Damage** to the **Building**, vehicle or securing devices; or

(b) the theft follows unauthorised entry by electronic means where entry was obtained via cloned, duplicated, or illicit digital keys and it is supported by verifiable forensic evidence

8.5.5 loss, or **Damage** to documents, manuscripts, patterns, models, moulds, plans, designs, unless shown in the **Policy Schedule**;

8.5.6 loss, destruction or **Damage** caused by or arising whilst the conveying vehicle is engaged in racing, pace making, reliability trials or speed testing or is conveying any load in excess of that for which it was constructed.

8.5.7 unexplained disappearances or unexplained shortages whether resulting from clerical or accounting errors or shortages in the supply of materials to or by **You**;

8.5.8 the cost of repairing or replacing the **Lithium Battery**, battery cell, battery pack, battery module, battery management system, charger, charging equipment, cable, connector or associated electrical component that first failed, malfunctioned or caused the fire, explosion, smoke, heat, melting, electrical arcing or thermal runaway, unless that part is itself **Damaged** by an insured event that is separate from and not caused by its own defect, breakdown or malfunction.

8.6 Excluded Items

We will not pay for the following **Items** unless they are specified in the **Schedule**:

8.6.1 mobile plant, video equipment, watercraft,;

8.6.2 mobile telephones and radios, sporting equipment, handheld measuring devices, aerial devices;

8.6.3 computers, watches, electronic diaries, organisers or their accessories;

8.6.4 firearms; and

8.6.5 **Money**.

8.7 Obsolete or Redundant Plant & Equipment

The **Policy** does not cover obsolete or redundant plant and equipment that is no longer used by **You** provided that this exclusion shall not apply to items kept for spare parts.

8.8 Pollution

The **Policy** does not cover:

8.8.1 loss, damage, costs or expense, directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **Pollutants** into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);

8.8.2 loss, damage, costs or expense, directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **Pollutants** caused by any product that has been discarded, dumped, abandoned or thrown away by others;

8.8.3 the cost of removing, nullifying or cleaning up **Pollutants**;

8.8.4 the cost of preventing the escape of **Pollutants**.

Exclusion 8.8.1 and 8.8.2 above shall not apply where the loss arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place and at the **Premises**. However, the total aggregate limit of liability for all claims for each **Premises** during the **Insurance Period** shall not exceed the total **Sum Insured** stated in the **Schedule**.

8.9 Unoccupied Buildings & Premises

Except for loss or damage to insured property by lightning, earthquake and subterranean fire, the **Policy** does not provide any cover for or at a **Building** or **Premises** after that **Building** or **Premises** has been unoccupied for more than 90 consecutive days. Unoccupied means left vacant by **You** or any other authorised person whether furniture or other contents remain or not.

Provided that:

8.9.1 cover will apply at an unoccupied **Building** or **Premises** if **We** have specifically agreed to this in writing;

8.9.2 cover will resume when that **Building** or that **Premises** is again occupied by authorised persons; and

8.9.3 **You** agree to pay **Us** any additional **Premium** that **We** may reasonably require.

8.10 War, Act of Terrorism, Confiscation, Radioactivity, Nuclear Perils

The **Policy** does not cover loss, damage, costs or expense, directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence thereto:

8.10.1 any war, hostilities whether war is declared or not, acts of foreign enemies, rebellion, revolution, civil war, invasion, insurrection or the use of military or

8.10.2 nuclear fission or nuclear fusion.

8.10.3 usurped power; or

8.10.4 any **Act of Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**; or

8.10.5 any order of any government, public or local authority involving the confiscation, nationalisation, requisition, damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire; or

8.10.6 radioactivity or any radioactive substances; or

8.11 **Communicable Disease**

The **Policy** does not cover loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this clause loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

a) for a Communicable Disease, or

b) any property insured hereunder that is affected by such Communicable Disease.

Xenon Underwriting Pty Ltd

General & Products Liability

Policy Wording - v1

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Xenon Underwriting Pty Ltd in the first instance:

Complaints Officer
Xenon Underwriting Pty Ltd
PO Box 10
Capalaba Qld 4157 Phone: (07) 3823 1302
Email: enquiries@xenonunderwriting.com

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters 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:

Proclaim Management Solutions Pty Ltd
Level 9, 271 Collins Street, Australia
Email: insclaims@proclaim.com.au
Phone:1300 552 446
Mail: Locked Bag 32012, Collins St East, VIC 8003

Privacy Information

Xenon Underwriting are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

Xenon Underwriting may collect personal information in order to assess an application for insurance and, if the application is accepted, to administer and manage the insurance policy and respond to any claim made. We may also use your personal information for the purpose of designing or underwriting new insurance products, for research and analytical purposes, to perform administrative functions (including for example accounting, risk management and staff training) and to comply with our legal obligations.

We may disclose personal information to third party service providers and related companies who assist us in processing any application or claim for insurance, such as reinsurers, our advisers, persons involved in claims, external claims data collectors and verifiers. Xenon Underwriting may also disclose your personal information to our related companies overseas who assist us in providing our products and services, including providing support in relation to the assessment of insurance applications and claims. These third party service providers or related companies may be located in Switzerland and the United Kingdom.

By providing your personal information to us, you consent to us making these disclosures. If you choose not to provide your personal information, we may not be able to assess your insurance application or administer and manage your insurance policy and respond to any claim made.
Our Privacy Policy contains information on how you may access personal information we hold or seek correction of your personal information and information on how to make a complaint about the handling of your personal information and how complaints are handled.

If you require more information, ask us for a copy of our Privacy Policy or visit www.xenonunderwriting.com.au

General & Products Liability Policy

1. Definitions – Words with Special Meaning

For the purposes of determining the cover provided by this Policy:

1.1 **"Act of Terrorism"** means:

An act, including but not limited to the use of force or violence and/or the threat of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

1.2 **"Advertising Injury"** means:

Injury arising out of:

1.2.1 Defamation;

1.2.2 Any breach of the misleading or deceptive conduct provisions of the Trade Practices Act1974 (Commonwealth) or any Fair Trading or similar legislation of any country, state or territory;

1.2.3 Any infringement of copyright or passing off of title or slogan;

1.2.4 Unfair competition, piracy, misappropriation of advertising ideas or style of doing business;or

1.2.5 Invasion of privacy,

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

1.3 **"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.

1.4 **"Business"** means:

The business as described in the Schedule and/or as further described in any more specific underwriting information provided to Us, at the time when this insurance was proposed to Us or at thetime of any renewal of this Policy, and shall also include:

1.4.1 Any prior operations or activities which have ceased or have been disposed of but for whichYou may retain a legal liability;

1.4.2 The ownership of premises and/or the tenancy thereof by You;

1.4.3 Participation in any exhibition by You or on Your behalf;

1.4.4 The hire or loan of plant and/or equipment to other parties;

1.4.5 Conducted tours of Your premises;

1.4.6 The provision of any sponsorships, charities, galas, first aid, medical, ambulance or firefighting services by You or on Your behalf;

1.4.7 Private work undertaken by Your employees for any of Your directors, partners, proprietors,officers or executives; and

1.4.8 The provision and/or management of any canteen, social and/or sporting clubs or educational, welfare and/or child care facilities by You or on Your behalf, which are primarilyfor the benefit of Your employees.

1.5 **"Compensation"** means:

Monies paid or agreed to be paid by judgment, award or settlement in respect of Personal Injuryand/or Property Damage and/or Advertising Injury.
Provided that such Compensation is only payable in respect of an Occurrence to which this insuranceapplies.

1.6 **"Electronic Data"** means:

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructionfor such equipment.

1.7 **"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.

1.8 **"Excess"** means:

The first amount of each claim or series of claims arising out of any one Occurrence for which Youare 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 byInsuring Clause 2.2 (Defence Costs and Supplementary Payments).

1.9 **"General Liability"** means:

Your legal liability in respect of Personal Injury and/or Property Damage and/or Advertising Injurycaused by or arising out of an Occurrence happening in connection with the Business other thanProducts Liability.

1.10 **"Geographical Limits"** means:

1.10.1 Anywhere in the World except North America.

1.10.2 North America, but only with respect to:

1.10.2.1 Overseas business visits by any of Your directors, partners, officers, executives or employees, who are non-resident in North America, but not where they performmanual work in North America.

1.10.2.2 Products exported to North America without Your knowledge.

1.11 **"Hovercraft"** means:

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

1.12 **“Incidental Contracts”** means:

1.12.1 Any written rental and/or lease and/or hiring agreement of real and/or personal property, other than with respect to any term or condition contained in such rental, lease and/or hiringagreement that requires You to insure such property;

1.12.2 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;

1.12.3 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; and

1.12.4 Those contracts designated in the Schedule.

1.13 **“Medical Persons”** includes but is not limited to:

Medical practitioners, medical nurses, dentists and first aid attendants.

1.14 **“Named Insured”** means:

1.14.1 The person(s), corporations and/or other organisations specified in the Schedule;

1.14.2 All existing subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured incorporated in the Commonwealth of Australia and/or any other organisations under the control of the Named Insured;

1.14.3 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 incorporatedin the Commonwealth of Australia and which are constituted or acquired by the Named Insured during the Period of Insurance; and

1.14.4 Every subsidiary 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 madeagainst 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 ofdivestment.

1.15 **“North America”** means:

1.15.1 The United States of America and the Dominion of Canada;

1.15.2 Any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and

1.15.3 Any country or territory subject to the laws of the United States of America or the Dominionof Canada.

1.16 **“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 clause 1.18.6) from Your standpoint.

With respect to Personal Injury and/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 orrepetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one Occurrence.

1.17 **“Period of Insurance”** means:

The Period of Insurance specified in the Schedule and any extension thereof which may be agreed inwriting between You and Us.

1.18 **“Personal Injury”** means:

1.18.1 Bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/ormental injury, including loss of consortium or services resulting therefrom;

1.18.2 False arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;

1.18.3 Wrongful entry or wrongful eviction;

1.18.4 Defamation or invasion of privacy, unless arising out of Advertising Injury;

1.18.5 Discrimination as a result of race, religion, sex, marital status, age, intellectual impairment,disability or otherwise (unless insurance thereof is prohibited by law) not committed by Youor at Your direction, but only with respect to liability other than fines and penalties imposedby law; and

1.18.6 Assault and battery 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, latentillness or latent disability: such injury, sickness, disease, illness or disability in respect of each claimshall be deemed to have occurred on the day such injury, sickness, disease, illness or disability wasfirst medically diagnosed.

1.19 **“Pollutants”** means:

Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material. ‘Waste material’ includes materials that are intended tobe recycled, reconditioned or reclaimed.

1.20 **“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 the Business), including any packaging or containers thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such products and anything which, by law or otherwise, You are deemed to have manufactured in the course of the Business including discontinued products.

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

1.20.1 Food and beverages supplied by You or on Your behalf primarily to Your employees as astaff benefit; or

1.20.2 Any vending machine or any other property rented to or located for use of others but not soldby 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 Liabilityclaims hereunder.

1.21 **“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 suchproducts; 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.

1.22 **“Property Damage”** means:

1.22.1 Physical loss, destruction of or damage to tangible property, including the loss of use thereofat any time resulting therefrom; and

1.22.2 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.

1.23 **“the Schedule”** means:

The most current schedule issued by Us in connection with this Policy.

1.24 **“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 Worksite. Tool of Trade does not include any Vehiclewhilst travelling to or from a Worksite or Vehicles that are used to carry goods to or from any premises.

1.25 **“Vehicle”** means:

Any type of machine on wheels or on self-laid tracks made or intended to be propelled by other thanmanual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

1.26 **“Watercraft”** means:

Any vessel, craft or thing made or intended to float on or in or travel on or through water, other thanmodel boats.

1.27 **“We, Us, Our, Ourselves”** means:

Xenon Underwriting acting as an agent of certain Underwriters at Lloyd’s.

1.28 **“Worksite”** means:

Any premises or site where any work is performed for and/or in connection with the Business together with all areas surrounding such premises or site and/or all areas in between such premisesor site that You shall use in connection with such work.

1.29 **“You, Your, Insured”**:

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

1.29.1 The Named Insured;

1.29.2 Every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive, employee or volunteer of the Named Insured (including the spouse or any family member of any such person while accompanying such person on any commercial trip or function in connection with the Business) while such persons are acting for or on behalf of the Named Insured and/or within the scope of their duties in such capacities;

1.29.3 Any employee superannuation fund or pension scheme managed by or on behalf of theNamed 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;

1.29.4 Every principal in respect of the principal’s liability arising out of:

1.29.4.1 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 coverageand Limits of Liability as are provided by this Policy; and

1.29.4.2 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 inany event only for such coverage and Limits of Liability as are provided by this Policy.

1.29.5 Every person, corporation, organisation, trustee or estate to whom or to which the Named Insured is obligated by reason of any law, agreement or permit (whether written or implied) 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 Liabilityas are provided by this Policy;

1.29.6 Every officer, member, employee or voluntary helper of the Named Insured’s canteen, socialand/or sporting clubs, first aid, medical, ambulance or fire fighting services, charities, educational, welfare and/or child care facilities, while acting in their respective capacities as such;

1.29.7 Any director, partner, proprietor, officer or executive of the Named Insured in respect of private work undertaken by the Named Insured's employees for such person and any employee whilst actually undertaking such work; and

1.29.8 The estates, legal representatives, heirs or assigns of:

1.29.8.1 Any deceased or insolvent persons; or

1.29.8.2 Persons who are unable to manage their own affairs by reason of mental disorderor incapacity,

Who would otherwise be indemnified by this Policy, but only in respect of liability incurred bysuch persons as described in clauses 1.29.8.1 and 1.29.8.2 above.

1.29.9 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 eventonly for such coverage and Limits of Liability as are provided by this Policy.

2. Insuring Clauses

2.1 What We Cover

We agree (subject to the terms, Claims Conditions, General 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:

2.1.1 Personal Injury;

2.1.2 Property Damage; and

2.1.3 Advertising Injury,

Happening during the Period of Insurance within the Geographical Limits, in connection with the Business or Your Products and/or work performed by You or on Your behalf and caused by or arisingout of an Occurrence.

2.2 Defence Costs and Supplementary Payments

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

2.2.1 Defend, in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury and/or Property Damage and/or Advertising Injury and seeking damages onaccount thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent;

2.2.2 Pay all charges, expenses and legal costs incurred by Us and/or by You at Our written request or with Our written consent (which consent shall not be unreasonably withheld):

2.2.2.1 In the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request; or

2.2.2.2 In bringing or defending appeals in connection with such claim or suit.

2.2.3 Pay:

2.2.3.1 All charges, expenses and legal costs recoverable from or awarded against Youin any such claim or suit;

2.2.3.2 Pre-judgment interest awarded against You on that part of the judgment payableby Us; and

2.2.3.3 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 ofOur liability thereon.

2.2.4 Pay premiums on:

2.2.4.1 Bonds to release attachments for amounts not exceeding the applicable Limit ofLiability of this Policy but We shall have no obligation to apply for or furnish any such bond; and

2.2.4.2 Appeal bonds and/or security for costs required in any suit but We shall have no obligation to apply for or furnish any such bonds and/or security for costs.

2.2.5 Pay expenses incurred by You for:

2.2.5.1 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, whichwe are prevented from paying by any law);

2.2.5.2 Temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof; and

2.2.5.3 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.

2.2.6 Pay all legal costs incurred by You with Our consent for representation of You at:

2.2.6.1 Any Coronial Inquest or Inquiry;

2.2.6.2 Any proceedings in any court or tribunal in connection with liability insured againstby this Policy;

2.2.6.3 Any Royal Commission or Government Enquiry arising out of any alleged breachof statutory duty, or other similar judicial enquiry into circumstances relating to any Occurrence, claim or potential claim which would be the subject of indemnityunder this insurance; and

2.2.6.4 Any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

Provided that Our liability under clauses 2.2.6.3 and 2.2.6.4 shall not exceed **AUD250,000** in respect of any one claim or series of claims arising out of any one Occurrence.

The amounts of such Defence Costs and Supplementary Payments incurred, except payments in settlement of claims and suits, 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 andSupplementary Payments.

Where We are prevented by law or otherwise from making payments on Your behalf, We willindemnify 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 suit against You, We will reimburse You for the expense of such defenceincurred with Our written consent.

2.3 **Limits of Liability and Excess**

Subject to clause 2.2 above and clauses 2.4 and 3.16.5 below:

2.3.1 The Limit of Liability specified in the Schedule represents the maximum amount which Weshall be liable to pay in respect of any one claim or series of claims for General Liability arising out of any one Occurrence; and

2.3.2 The Limit of Liability specified in the Schedule represents the maximum amount which Weshall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance, for Products Liability.

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

2.4 **Additional Benefit - Claims Preparation Costs**

In addition to the amount of cover provided by this Policy, We will pay up to AUD25,000 in respect of each claim or series of claims arising out of any one Occurrence for reasonable professional fees andsuch other expenses incurred by You for the preparation of a claim under this Policy.

The cover provided under this Additional Benefit operates in addition to and shall not in any way affect the cover provided under clause 2.2 of this Policy.

2.5 **Optional Additional Benefit - Products Exported to North America with Your Knowledge(Applicable only where this Additional Benefit is confirmed in the Schedule)**

The cover provided by this Policy is extended to include any judgment, award or settlement made within North America or any order made anywhere in the World to enforce such judgment, award or settlementeither in whole or in part, subject to the following additional terms and exclusions in respect of any such judgment, award or settlement:

2.5.1 Cover only applies to Your legal liability in respect of Personal Injury and/or Property Damage that arises out of any Products exported to North America with Your knowledge.

2.5.2 Cover is not provided for:

2.5.2.1 Personal Injury and/or Property Damage directly or indirectly caused by or arisingout of the discharge, dispersal, emission, release or escape of Pollutants;

2.5.2.2 The cost of removing, nullifying or clean up of Pollutants;

2.5.2.3 The cost of preventing the escape of Pollutants; or

2.5.2.4 Any claim for Compensation if in North America You have:

(a) Any assets other than Products;

(b) A related or subsidiary company;

(c) Any person or entity with power of attorney; or

(d) Any franchisor.

2.5.2.5 Any additional damages resulting from the multiplication of compensatory damages.

3. What We Exclude

We do not cover any liability:

3.1 **Advertising Injury**

For Advertising Injury:

3.1.1 Resulting from statements made at Your direction with knowledge that such statements arefalse;

3.1.2 Resulting from failure of performance of contract but this exclusion shall not apply to claimsfor unauthorised appropriation of advertising ideas contrary to an implied contract;

3.1.3 Resulting from any incorrect description of Products or services;

3.1.4 Resulting from any mistake in advertised price of Products or services;

3.1.5 Failure of Your Products or services to conform with advertised performance, quality, fitnessor durability; or

3.1.6 Incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

3.2 **Aircraft, Hovercraft or Watercraft**

For Personal Injury and/or Property Damage arising from:

3.2.1 The ownership, maintenance, operation or use by You of any Aircraft; or

3.2.2 The ownership, operation or use by You of any Watercraft or Hovercraft exceeding twenty (20) metres in length, whilst such Watercraft or Hovercraft is on, in or under water.

Provided that Exclusion 3.2.2 shall not apply with regard to claims arising out of:

3.2.2.1 Watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable;

3.2.2.2 Hovercraft owned and operated by others and used by You for business entertainment;

3.2.2.3 Watercraft owned by others and used by You for business entertainment; or

3.2.2.4 Hand propelled or sailing craft exceeding twenty (20) metres in length, whilst such craft is in territorial waters.

3.3 **Aircraft Products**

Arising out of Your Products that are Aircraft or Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinerywhich to Your knowledge are incorporated in an Aircraft.

3.4 **Asbestos**

Directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

3.5 **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, but this exclusion shall not apply to claims:

3.5.1 In respect of Personal Injury and/or Property Damage arising from such breach of duty;

3.5.2 Arising out of the rendering of or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;

3.5.3 Arising out of advice or service which is not given for a fee; or

3.5.4 Arising out of advice given in respect of the use or storage of Your Products.

3.6 **Contractual Liability**

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

3.6.1 Effect insurance over property, either real or personal; or

3.6.2 Assume liability for, Personal Injury and/or Property Damage regardless of fault; providedthat this exclusion shall not apply with regard to:

3.6.2.1 Liabilities which would have been implied by law in the absence of such contractor agreement;

3.6.2.2 Liabilities assumed under Incidental Contracts;

3.6.2.3 Terms regarding merchantability, quality, fitness or care of Your Products whichare implied by law or statute; or

3.6.2.4 Liabilities assumed under the contracts specifically designated in the Schedule orin any endorsement(s) to this Policy.

3.7 **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 that part andonly that part of such product to which the damage is directly attributable.

3.8 **Defamation**

For defamation:

3.8.1 Resulting from statements made prior to the commencement of the Period of Insurance;

3.8.2 Resulting from statements made at Your direction with knowledge that such statements arefalse; or

3.8.3 Incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

3.9 **Electronic Data**

Arising out of:

3.9.1 The communication, display, distribution or publication of Electronic Data; provided that this Exclusion 3.9.1 does not apply to Personal Injury and/or Advertising Injury arising therefrom;

3.9.2 The total or partial destruction, distortion, erasure, corruption, alteration, misrepresentationor misappropriation of Electronic Data;

3.9.3 Error in creating, amending, entering, deleting or using Electronic Data; or

3.9.4 The total or partial inability or failure to receive, send, access or use Electronic Data for anytime or at all,

From any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

3.10 **Employers Liability**

3.10.1 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 of 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 Your obligations pursuant to such law; or

3.10.2 Imposed by:

3.10.2.1 The provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would nothave been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement; or

3.10.2.2 Any law relating to Employment Practices.

Notwithstanding Exclusion clause 3.6 - Contractual Liability, Exclusions 3.10.1 and 3.10.2 shall not apply with respect to liability of others assumed by the Named Insured under a written contract or agreement.

For the purpose of Exclusions 3.10.1 and 3.10.2:

(a) The term 'Worker' means any person 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.

(b) 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 servicesresulting therefrom.

3.11 **Faulty Workmanship**

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

3.12 **Fines, Penalties, Punitive, Exemplary or Aggravated Damages**

For any fines, penalties, punitive, exemplary or aggravated damages.

3.13 **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.

3.14 **Loss of Use**

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

3.14.1 A delay in or lack of performance by You or on Your behalf of any contract or agreement; or

3.14.2 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 3.14.2 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 anyProducts or work performed by You or on Your behalf after such products or work have beenput to use by any person or organisation other than You.

3.15 **Pollution**

3.15.1 For Personal Injury and/or Property Damage directly or indirectly caused by or arising out ofthe discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere or any water course or body of water; or

3.15.2 For any costs and expenses incurred in preventing the discharge, dispersal, release, seepage, migration or escape of, or, testing and monitoring for, containing, 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 3.15.1 and 3.15.2 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.

3.16 **Property in Your care, custody or control**

For Property Damage to property in Your physical or legal care, custody or control; but this exclusion shall not apply with regard to:

3.16.1 The personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of Your visitors;

3.16.2 Premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, You for the purpose of the Business, but no cover is provided by this Policy if You have assumed the responsibility to insure such premises;

3.16.3 3.16.3.1 Premises (and/or their contents) temporarily occupied by You for the purpose of carrying out work in connection with the Business; or

3.16.3.2 Any other property temporarily in Your possession for the purpose of being worked upon,

But no indemnity is granted for damage to that part of any property upon which Youare or have been working if the damage arises solely out of such work.

3.16.4 Any Vehicle (including its contents, spare parts and accessories while they are in or on suchVehicle) 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; or

3.16.5 Notwithstanding Exclusion clause 3.6 “Contractual Liability”, any property (except property that You own) not mentioned in clauses 3.16.1 to 3.16.4 above whilst in Your physical or legal care, custody or control whether or not You have accepted or assumed legal liability forsuch property. Provided that Our liability under this clause 3.16.5 shall not exceed AUD500,000 in respect of any one claim or series of claims arising out of any one Occurrence.

3.17 **Property owned by You**

For Property Damage to property owned by You.

3.18 **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.

3.19 **Product Recall**

For damages claimed for, and/or the costs of withdrawal, recall, inspection, repair, replacement, disposal or loss of use of Your Products or of any property of which such Products form a part, if suchProducts or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3.20 **Radioactivity**

Directly or indirectly caused by, contributing to by or arising from radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.
Provided that Exclusion 3.20 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.

3.21 **Terrorism**

For 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 cause or event contributing concurrently or in any other sequence to the loss.

Provided that, Exclusion 3.21 also excludes 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 any Act of Terrorism.

3.22 **Vehicles**

For Personal Injury and/or Property Damage arising out of the ownership, possession or use by You of any Vehicle:

3.22.1 Which is registered or which is required under any legislation to be registered; or

3.22.2 In respect of which compulsory liability insurance or statutory indemnity is required by virtueof legislation (whether or not that insurance is effected),

But Exclusions 3.22.1 and 3.22.2 shall not apply to:

3.22.3 Personal Injury where:

3.22.3.1 That compulsory liability insurance or statutory indemnity does not provide indemnity, or

3.22.3.2 The reason or reasons why that compulsory liability or statutory indemnity doesnot provide indemnity do not involve a breach by You of legislation relating to Vehicles.

3.22.4 Any Vehicle (including any tool, implement, machinery or plant forming part of or attached toor 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 Worksite;

3.22.5 The delivery or collection of goods to or from any Vehicle;

3.22.6 The loading or unloading of any Vehicle;

3.22.7 Any Vehicle temporarily in Your custody or control for the purpose of parking where there is no fee; or

3.22.8 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 Territoryin Australia) in the event of Your inadvertent and unintentional failure to effect Conditional Registration.

3.23 **War**

In respect of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3.24 **Cyber and Data Total Exclusion Endorsement**

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

5 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

6 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

7 Cyber Incident means:

7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

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

LMA5468
4 November 2020

3.25 **Communicable Disease Exclusion**

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2 For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

3.26 Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

4. Claims Conditions

4.1 **Notification of Occurrence, Claim or Suit**

You shall give:

4.1.1 Written notice 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 coveredby this Policy;

4.1.2 All such additional information that We may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents relating to theclaim or Occurrence shall be forwarded to Us as soon as practicable after they are receivedby You; and

4.1.3 Written notice (including facsimile transmission) must be given to Us, via Fitzpatrick Insurance Brokers.

4.2 **Your Duties in the Event of an Occurrence, Claim or Suit**

4.2.1 You shall not, without Our written consent (which consent shall not be unreasonably withheld), make any admission, offer, promise or payment in connection with any Occurrence or claim;

4.2.2 You shall use the best endeavours to preserve all property, products, appliances, plant, andall 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 alterationor repair shall be effected without Our consent until We have had an opportunity of inspection; and

4.2.3 You shall, when so requested, provide Us with details of any other insurances current at thetime 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.

4.3 **Our Rights Regarding Claims**

4.3.1 Following the happening of any Occurrence in respect of which a claim is, or may be, madeunder this Policy, We shall have full discretion in the conduct of any proceedings in connection with any claim. You shall give such information and assistance that We may reasonably require in the prosecution, defence or settlement of any claim.

4.3.2 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:

4.3.2.1 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

4.3.2.2 Any lesser sum for which the claim(s) can be settled.

4.3.3 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 Costsand Supplementary Payments:

4.3.3.1 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

4.3.3.2 Incurred by Us, or by You with Our written consent, prior to the date of such payment.

4.4. Goods and Services Tax

You must inform Us of the extent to which You are entitled to an input tax credit for the premium eachtime 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 entitlement or correct entitlement to an input tax credit.

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

4.4.1 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;

4.4.2 Any input tax credit to which You, or any claimant against You, would have been entitledwere You or the claimant to have made a relevant acquisition; and

4.4.3 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.

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

5. General Conditions

5.1 Adjustment of Premium

If 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.

5.2 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 thereafterand You shall (if so requested) pay such reasonable additional premium as We may require.

5.3 **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.

5.4 **Breach of Condition or Warranty**

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

5.4.1 Breach of a condition or warranty without Your knowledge or consent;

5.4.2 Error in the name or title of any person(s), corporation and/or other organisation which formspart of the definition of "You, Your, Insured";

5.4.3 Error in name, description or situation of property; or

5.4.4 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 circumstances referred to above, Your officer responsible for insurance matters shall give written notice thereof to Us as soon as reasonably practicable thereafter and You shall (if so requested) pay such reasonable additional premium that We may require.

5.5 **Cancellation of This PolicyBy**

You

5.5.1 You may cancel this Policy at any time by tendering notice in writing to Us to that effect, inwhich event the cancellation will become effective from the earlier of the date the notice isreceived by Us or the date on which You arranged alternative insurance protection.

By Us

5.5.2 Subject to General Conditions 5.4 and 5.12, We may cancel this Policy in any of the circumstances set out in Sections 60 or 61 of the Insurance Contracts Act 1984 (as amended).

Such cancellation shall take effect at the earlier of the following times:

5.5.2.1 The time when another policy of insurance between You and Us or some otherinsurer, being a policy that is intended by You to replace this Policy, is entered into; or

5.5.2.2 At 4p.m. on the thirtieth (30th) business day after the day on which notificationwas given to You.

In the event of cancellation of this Policy by either party, You shall be entitled to a pro rata refund of premium subject to any minimum and deposit premium that may apply.

If the premium is subject to adjustment, cancellation will not affect Your obligation to supply Us with such information as is necessary to permit the premium adjustment to be calculated.

5.6 **Cross Liabilities**

This insurance extends to indemnify:

5.6.1 Each of the parties comprising the Named Insured; and

5.6.2 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.
In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in clauses 5.6.1 and 5.6.2 in respect of claims made by any other of such parties.
Provided always that:

5.6.3 Each of such parties shall be separately subject to the terms, Claims Conditions, General Conditions, Exclusions and Definitions of this Policy in the same manner and to a like extentas though separate policies had been issued; and

5.6.4 In no case shall the amount payable by Us in respect of any one claim or series of claimsarising 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.

5.7 **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 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 andwithin 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.

5.8 **Jurisdiction**

This contract of insurance shall be governed by and construed in accordance with the laws of Australia and the States and Territories thereof. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction in a State or Territory of Australia and to comply with all requirements necessary to give such Court jurisdiction. All disputes arising under this Policy shall be determined in accordance with the law and practice of such Court.

5.9 **Premium Funders**

If the premium has been funded by a premium funding company which holds a legal right over this Policy by virtue of a notice of assignment and irrevocable power of attorney, then subject to Section 60 of the Insurance Contracts Act 1984, We may cancel this Policy at the request of the premium funding company, after substantiation of the debt and default in payment by You has been made and proven to Us, by giving You not less than three (3) business days written notice to that effect, following whicha refund will be made to the premium funding company the proportionate part of the premium applicable to the unexpired Period of Insurance.

5.10 **Reasonable Precautions**

You must:

5.10.1 Exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.

5.10.2 Take reasonable precautions:

5.10.2.1 To prevent Personal Injury and/or Property Damage and/or Advertising Injury.

5.10.2.2 To prevent the manufacture, sale or supply of defective Products.

5.10.2.3 To comply with all statutory obligations, by-laws or regulations imposed by anypublic authority for the safety of persons or property.

5.10.3 At Your own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency You have knowledge of orhave reason to suspect.

5.11 **Release**

Where You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority or any landlord from liability in respect of loss, destruction or damage or legal liability insured against under this Policy, such release is allowed without prejudice tothis insurance.
Notwithstanding General Condition 5.14 of this Policy, We agree to waive all Our rights of subrogation against any such Authority or landlord in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

5.12 **Non-Imputation**

Where this insurance is arranged in the joint names of more than one Insured, as described in clause1.14.1, it is hereby declared and agreed that:

5.12.1 Each Insured shall be covered as if it made its own proposal for this insurance;

5.12.2 Any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured; and

5.12.3 Any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

5.13 **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 the Commonwealth of Australia, where an award is made or a settlement is agreed upon, then, 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 exchangepublished in the Australian Financial Review on the date on which We pay to You) or some other person or party as directed by You) the indemnity in respect of such award or settlement; subject always to the applicable Limit of Liability.

5.14 **Subrogation and Allocation of the Proceeds of Recoveries**

Subject to General Condition 5.15 'Subrogation Waiver', any corporation, organisation or person claiming under this insurance shall, at Our request and at Our expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by Us for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which We shall be or would become entitled upon Us paying for or indemnifying You in respect of legal liability under this insurance.

Should You incur any legal liability which is not covered by this insurance:

5.14.1 Due to the application of an Excess; and

5.14.2 Where the amounts of any judgments or settlements exceed the applicable Limit of Liability;

You will be entitled to the first call on the proceeds of all recoveries made, by either You or Us, on account of such legal liability until fully reimbursed for such uninsured amount or amounts (less the actual costs of making such recoveries where those costs are incurred by Us) and any remaining amount(s) will be applied to reimburse Us.

5.15. **Subrogation Waiver**

Notwithstanding General Condition 5.14 We hereby agree to waive all Our rights of subrogation under this Policy against:

5.15.1 Each of the parties described under clause 1.29.

5.15.2 Any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this Policy. Where such corporation, organisation or person is protected from liabilityinsured against hereunder by any other policy of indemnity or insurance, Our right of subrogation is not waived to the extent and up to the amount of such other policy.

5.16 **Interpretation**

This Policy incorporates the Schedule, Insuring Clauses, Claims Conditions, General Conditions, Exclusions, Definitions and any other terms herein contained or endorsed hereon, which are to be read together. Where any word or expression has been given specific meaning in any part of this Policy, such word or expression shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which such word or expression appears.

Words importing the singular gender shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender.

Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

5.17 **Electronic Communications**

You agree that We may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act or otherwise.

5.18 **Breach of Applicable Law**

Notwithstanding anything else to the contrary in the Policy, whenever coverage provided by this Policy would be in violation of any applicable economic, trade or other sanction or law, such coverage shall be null and void and We have no obligation to pay a claim if to do so would breach that sanction or law.

FINANCIAL LOSS (PRODUCTS ONLY) ENDORSEMENT

1. Notice to the Named Insured

This endorsement provides cover on a **Claims made and notified basis.**

1.1 A Claim must be made against the Named Insured during the Period of Insurance; and

1.2 The Named Insured must notify Us in writing of such Claim during the Period of Insurance.

2. Insuring Clause

Subject to the terms and conditions of the Policy and this endorsement, We will pay to or on behalf of the Named Insured all sums which the Named Insured shall become legally liable to pay by way of compensation as a result of a Claim for Financial Loss both first made against the Named Insured and notified to Us duringthe Period of Insurance arising out of any negligence, whether by act, error or omission (which expression shall include any non-deliberate breach of Section 52, Section 53, Section 55 or Section 71 of the Trade Practices Act 1974 or Section 18, Section 29, Section 33, Section 54 or Section 55 of the Australian Consumer Law or mirroring provisions of any State Fair Trading Act or similar statute) committed or alleged to have been committed by the Named Insured in connection with the Named Insured's Products.

3. Definitions

3.1 "**Claim**" means:

3.1.1 Any writ, statement of Claim, summons, application or other originating legal or arbitral process, cross Claim, counterclaim or third or similar party notice issued against or served upon the Named Insured; or

3.1.2 The receipt by the Named Insured of any written or verbal notice of demand for compensationmade by a third party against the Named Insured.

3.2 "**Financial Loss**" means any loss which is economic in nature and not consequent upon PersonalInjury or Property Damage.

4. Sub-Limit of Liability

Our liability to pay compensation under this endorsement shall not exceed the amount stated in the Policy Schedule any one Claim and in the aggregate during the Period of Insurance.

Further, all payments made under this endorsement will also contribute towards the exhaustion of the aggregate Limit of Liability in respect of Products Liability.

All Claims of a series consequent on or attributable to one source or original cause shall be deemed one Claim.

The Excess shown in the Policy Schedule is the first amount of each and every Claim (costs inclusive) to be borne by the Named Insured at the Named Insured's own risk and Our liability shall only be in excess of this amount.

5. Defence Costs

We agree to pay all legal costs and expenses incurred with Our prior written consent in connection with any Claim for which indemnity is available under this endorsement, provided that such legal costs and expenses are included within the Sub-Limit of Liability applicable to this endorsement.

Provided that We shall not be liable for legal costs and/or expenses where indemnity is not provided by this endorsement.

In the event that the Named Insured is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by this endorsement, we will each use our best efforts to agree upon a fair and proper allocation of legal costs and/or expenses or any other amount insured under this endorsement which relate solely to what is covered under this endorsement.

In the event that an agreement cannot be reached, a Senior Counsel (to be mutually agreed upon between each of us) shall, as an expert and not an arbitrator, determine a fair and proper allocation. Until the Senior Counsel has made a determination We may, in Our absolute discretion, pay such legal costs and/or expenses or any other amount insured under this endorsement as We consider appropriate.

6. Exclusions

For the purposes of this endorsement only:

6.1 Exclusion 3.14.2 of the Policy wording is deleted.

6.2 Exclusion 3.19 of the Policy wording is deleted and replaced with the following:

3.19 **Product Recall**

For damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation or replacement of any Products or any property of which such Products form a part.

6.3 General Conditions 5.6 Cross Liabilities of the Policy wording is deleted.

6.4 The following additional exclusions apply:

6.4.1 Any act, error or omission which occurred or allegedly occurred prior to the Retroactive Dateshown in the Policy Schedule.

6.4.2 An occurrence which would otherwise be excluded under the general/products component ofthis Policy (and any endorsements attached thereto) to which this endorsement is attached.

6.4.3 Any facts or circumstances of which the Named Insured was aware prior to the commencement of the Period of Insurance or which a reasonable person in the Named Insured’s position would have considered may give rise to a Claim.

6.4.4 Any Claim made prior to or existing at the inception of this Policy.

6.4.5 6.4.5.1 Any Claim; or

6.4.5.2 Facts or circumstances that might give rise to a Claim,

Which have been notified or which could have been notified under any prior policy.

6.4.6 Any failure or omission on the part of the Named Insured to effect or maintain insurance.

6.4.7 Any Claim which is more specifically insured against in any other section of this Policy.

6.4.8 Conspiracy, conversion, deceit, inducement to breach contract or injurious falsehood.

6.4.9 Claims made and actions instituted within the United States of America or Canada, their respective territories and protectorates and any other territory coming within the jurisdiction ofthe courts of the United States of America or Canada.

6.4.10 Claims and actions to which the laws of the United States of America or Canada and their respective territories and protectorates apply.

6.4.11 Any Claim incurred by or caused by the Named Insured's directors or officers whilst acting within the scope of their duties in such capacity.

6.4.12 Liability assumed under the terms of a contract or agreement unless the Named Insured would have been liable in the absence of such contract or agreement.

6.4.13 Liability assumed where the Named Insured may have been able to recover from another partybut for an agreement between the Named Insured and such party where the Named Insured has waived, released or abandoned any right of recourse or recovery against any party.

6.4.14 6.4.14.1 Any data breach or unauthorised access to information;

6.4.14.2 Any transmission, publication, release, loss, entry, modification, creation, handlingor maintenance of any data or information; or

6.4.14.3 Any:

6.4.14.3.1 Breach of;

6.4.14.3.2 Access (including but not limited to unauthorised access) to;

6.4.14.3.3 Interruption of;

6.4.14.3.4 Degradation (including degradation in service) of;

6.4.14.3.5 Failure of; or

6.4.14.3.6 Operation or maintenance of,

Any electronic, wireless, web or similar system (including but not limited to all hardware, software, programmes and data) used to transmit, connect, process or store data or information in an analogue, digital, electronic, wireless or similar format (including but not limited to all computers, servers, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic back-up facilities and media libraries).

7. Conditions

7.1 In the event of a Claim, the Named Insured must give immediate notice in writing to Us of such Claim and such information as We may require to reasonably investigate the Claim and to enable Us to determine Our liability under this Policy.

7.2 The Named Insured must take all reasonable precautions to prevent Financial Loss to any third party.

PRODUCTS RECALL EXPENSES ENDORSEMENT

Indemnity

Notwithstanding Exclusion 3.19, this Policy is hereby extended to indemnify the Named Insured for Product Recall Expenses incurred by the Named Insured or others for the recall of the Named Insured's Products as a result of a decision by the Named Insured that it is necessary to recall such Products because their use may cause the Named Insured to incur a legal liability as would be insured by this Policy.

Provided that:

(a) The decision to recall such Products is made by the Named Insured and notified to Us during the Periodof Insurance in accordance with the Special Condition which applies to this endorsement.

(b) All Product Recall Expenses incurred in the recall of the same Products for the same defect shall be considered as arising out of the one Occurrence and shall constitute only the one claim hereunder.

(c) Our total aggregate liability during any one Period of Insurance for all claims for Product Recall Expenses shall not exceed the Sub-Limit of Liability as stated in this endorsement, subject always to the application of the Excess.

Sub-Limit of Liability

$250,000 in respect of any one claim or series of claims arising out of any one Occurrence and in the aggregate for all claims during any one Period of Insurance.

Excess

You will be responsible to pay the first $10,000 in respect of each claim or series of claims arising out of anyone originating cause.

Definitions

(a) "Named Insured's Products" means:

Those Products as described in Definition 1.20 of this Policy.

(b) "Product Recall Expenses" means:

The reasonable and necessary costs incurred for:

(i) Broadcast, televised or printed announcements or advertisements;

(ii) Transportation of the Named Insured's Products from any purchaser, distributor or user to anyplace designated by the Named Insured;

(iii) The hire of necessary additional persons, other than the Named Insured's regular employees, and of additional accommodation;

(iv) The rent or hire of additional warehouse or storage space; and

(v) The disposal or destruction of the Named Insured's recalled Products,

But only where such costs are incurred solely for the purpose of recalling the Named Insured'sProducts or subsequently disposing of them.

Exclusions

This Policy does not cover liability for claims:

(a) For Product Recall Expenses by reason of:

(i) The Named Insured's Products bearing the same trade or brand names as, but from batches other than, those which have been determined as possibly or likely to become a cause of loss under this endorsement;

(ii) Exposure to weather or loss or damage as a result of gradual deterioration inherent deterioration or decomposition;

(iii) Loss of customer approval or confidence; or

(iv) Mislabelling of containers or packages after the final "use by" date authorised by a governmentagency in promulgating modified labelling regulations.

(b) For costs incurred to regain customer approval or confidence or other consequential loss.

(c) In relation to a pre-existing defect or condition that the Named Insured knew, at the inception of this insurance, might result in a loss hereunder.

(d) For the recall of the Named Insured's Products which were manufactured or sold or handled or distributed earlier than twelve (12) months prior to the inception of the Period of Insurance in which the Product Recall Expenses are incurred.

(e) For the cost of examination, repair, alteration, treatment or replacement of any of the Named Insured's Products.

(f) Costs associated with misdelivery or misdirection.

(g) Insolvency or bankruptcy.

(h) Circumstances which were known to the Named Insured prior to commencement of this Policy.

(i) Deliberate product contamination.

(j) The Named Insured's Products that have been supplied which the Named Insured knew contained substances or components that were prohibited or unsafe.

(k) A recall forced by any Government or public authority.

Special Condition

When reasonably practicable to do so, before the decision to recall any of the Named Insured's Products or to incur any Product Recall Expenses is made, we shall be consulted and agreement reached relating to thenecessity for the recall.

Nothing contained in these endorsements shall in any way serve to increase the Limit of Liability stated inthe Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.

STATUTORY LIABILITY EXTENSION

Preamble

In consideration of the premium being paid by You to Us and in reliance upon the written statements and declarations contained in the proposal form or insurance broker's quotation submission, We agree to indemnify You in accordance with the following extension wording.

1. Notice to You

This extension provides cover on a Claims made and notified basis.

1.1 A Claim must be made against You during the Period of Insurance; and

1.2 You must notify Us in writing of such Claim during the Period of Insurance.

2. Insuring Clause

Subject to the terms and conditions of this extension, We will pay to You or on Your behalf any Loss arising from any Claim in respect of a Wrongful Breach that occurs after the Retroactive Date.

3. Definitions

3.1 "**Act**" means any Act of the Parliament of Australia and any Act of the Parliaments of the States or Territories of Australia, including any subordinate or delegated legislation made under those Acts; and any amendment, consolidation or re-enactment of any of the above Acts or legislation.

3.2 "**Business**" means Your business as described in the Schedule.

3.3 "**Claim**" means the receipt by You of any written or verbal notice from a regulatory authority with alleges a Wrongful Breach and imposes a Penalty on You for the Wrongful Breach or asserts that You are liable to pay a Penalty.

3.4 "**Consumer Protection Act**" means any of the following:

Fair Trading Act 1985 (VIC) Fair
Trading Act 1987 (NSW)Fair
Trading Act 1987 (SA) Fair
Trading Act 1987 (WA) Fair
Trading Act 1989 (QLD) Fair
Trading Act 1990 (TAS) Fair
Trading Act 1992 (ACT)
Consumer Affairs and Fair Trading Act 1996 (NT)Trade
Practices Act 1974 (Cth)
Competition and Consumer Act 2010

Part 2 of the Australian Securities and Investments Commission Act 2001

And any amendment, consolidation or re-enactment of any of those Acts.

3.5 "**Defence Costs**" means necessary and reasonable legal costs and expenses, including witness costs and expenses, but excludes wages, salaries or other remuneration of Yours, in defending any prosecution or threatened prosecution.

3.6 “**Excess**” means the amount stated in the Schedule and applies to all amounts payable under this extension.

3.7 “**Employee**” means any person who is, was or becomes engaged as an employee under a contract ofemployment with You.

3.8 “**Joint Venture**” means any enterprise undertaken jointly by You and any other party.

3.9 “**We, Us, Our, Ourselves**” means Xenon Underwriting.

3.10 “**Loss**” means any Penalty and Defence Costs.

3.11 “**Officer**” means any past, present or future director, executive officer (as defined by the CorporationsAct) or company secretary of Yours.

3.12 “**Outside Directorship**” means an executive position held by an Officer of Yours in connection with the Business at Your specific request in any corporation, joint venture, partnership, trust or other enterprise which is not included in the Definition of You, Your, Yours. In this Definition, a reference to You shall mean You as defined in clauses 3.21.1 and 3.21.2.

3.13 “**Penalty**” means any fine, infringement fee or monetary sum imposed by any Regulatory Authority onand payable by You pursuant to any Act for a Wrongful Breach by You but excluding:

3.13.1 Any amounts payable as compensation;

3.13.2 Any compliance, remedial, reparation or restitution costs;

3.13.3 Any damages, including any exemplary or punitive damages;

3.13.4 Any consequential economic loss; or

3.13.5 Any legal costs and associated expenses.

Notwithstanding clause 3.14.5, We will pay any reasonable legal costs and associated expenses payable by You to any Regulatory Authority upon the imposition of a Penalty covered by this extension. Provided that where the proceedings that lead to the imposition of the Penalty also include proceedings in respect of any of the matters set out in sub-clauses 3.14.1 to 3.14.4, We will not be liable for that proportion of the legal costs and associated expenses that may be reasonably attributed to the proceedings in respect of those matters set out in sub-clauses 3.14.1 to 3.14.4.

3.14 “**Period of Insurance**” means the period of insurance specified in the Policy Schedule.

3.15 “**Reasonable Grounds for Defence**” means:

3.15.1 You have reasonable prospects of success in avoiding the quantum of any Penalty alleged inthe Claim; or

3.15.2 You have reasonable prospects of success in reducing the quantum of any Penalty alleged inthe Claim by entering a defence or pleading not guilty,

And that having regard to the likely legal costs incurred in defending the Claim it is reasonable for the Claim to be defended.

Provided that Reasonable Grounds for Defence will not exist if the Claim is capable of being avoided or mitigated by a settlement into which a reasonable person in Your position, properly advised, would enter.

In the event that an agreement on reasonable prospects for success cannot be reached between Us and You, a Senior Counsel (to be mutually agreed upon by Us and You) shall, as an expert and not anarbitrator, make such determination. Until the Senior Counsel has made a determination We may, in Our absolute discretion, pay such legal costs and/or expenses or any other amount insured under this extension as We consider appropriate.

In the event that agreement on the appointment of a Senior Counsel cannot be reached, such Senior Counsel shall be appointed by the then President of the Law Society or the Law Institute in the relevant State or Territory.

3.16 "**Regulatory Authority**" means a person or entity appointed, constituted or acting under a delegation pursuant to any Act for the purposes of enforcement of such Act or another Act, including a person orentity authorized to collect monies payable to the Consolidated Revenue Fund, Consolidated Fund orany other such fund.

3.17 "**Retroactive Date**" means the date specified in the Schedule.

3.18 "**Territorial Limits**" means anywhere in Australia.

3.19 "**Wrongful Breach**" means any act, error or omission which occurs in connection with the Business,within the Territorial Limits and after the Retroactive Date, whereby:

3.19.1 You contravene an Act or are involved in the contravention of an Act;

3.19.2 You commit an offence pursuant to an Act; or

3.19.3 Such conduct is prohibited under an Act or is the subject of the imposition of a Penalty underan Act.

3.20 "**You, Your, Yours, Insured**" means:

3.20.1 The organisation named as the Named Insured in the Schedule, including past, present or future Officer, Employee or work experience student whilst acting in the performance of their duties or employment;

3.20.2 Any subsidiary company of Yours which is:

3.20.2.1 Incorporated within Australia including subsidiaries;

3.20.2.2 Controlled by You and over which You assume active management;

3.20.3 Outside Directorship held by an Officer;

Provided that:

3.20.3.1 Coverage shall not be extended to the outside organisation in which such Outside Directorship is held, or to any other director, executive officer, company secretary or employee of such organisation; and

3.20.3.2 Coverage shall not apply to any part of any Loss covered by any indemnity given by such outside organisation or any contract of insurance taken out by or on behalfof that outside organisation or its directors, executive officers, company secretary or employees.

4. Limit of Liability and Excess

Our liability under this extension in respect of all Losses arising out of all Claims covered by this extension shall not exceed the Limit of Liability specified in the Schedule any one Claim and in the aggregate during the Period of Insurance. All Losses arising out of any one Wrongful Breach or interrelated Wrongful Breaches are deemed to be one Loss.
The Excess is the first amount for each and every Claim which is to be borne by You.

5. Defence Costs

We agree to pay all Defence Costs incurred with Our prior written consent in connection with any Claim in respect of a Wrongful Breach where You have Reasonable Grounds for Defence, provided that such legal costs and expenses are included within the Limit of Liability applicable to this extension.
Provided that We shall not be obliged to provide such consent unless We are satisfied that You have Reasonable Grounds for Defence.
Provided that We shall not be liable for legal costs and/or expenses where indemnity is not provided by this extension.

6. Exclusions

6.1 This extension does not provide indemnity in respect of any Claim:

6.1.1 Based upon, attributable to or in consequence of:

6.1.1.1 Any wilful, intentional or deliberate Wrongful Breach;

6.1.1.2 A wilful, intentional or deliberate failure to comply with any lawful notice, enforcement order, direction, enforcement proceeding or any other proceeding under any Act;

6.1.1.3 Any Wrongful Breach caused by Your gross negligence or recklessness;

6.1.1.4 Your dishonest, fraudulent or malicious act or omission, provided that cover is provided to any of You who is innocent of and has no prior knowledge of such conduct. Such person shall as soon as practicable after becoming aware of such conduct, advise Us in writing of all relevant facts;

6.1.1.5 You gaining any personal profit or advantage or receiving any remuneration to which You were not legally entitled;

6.1.1.6 Any Wrongful Breach in connection with any strike, lockout, picket line, stand down or industrial dispute. This exclusion does not apply to Officers and Employees for Claims arising in the proper performance of their duties as Officers and Employees;

6.1.1.7 A Wrongful Breach of any Consumer Protection Act. This exclusion does not apply to Officers and Employees for Claims arising in the proper performance of their duties as Officers and Employees;

6.1.1.8 Any Wrongful Breach pursuant to Sections 182, 183, 601FE or 601JD of the Corporations Act; and any amendment, consolidation or re-enactment of any of those Sections;

6.1.1.9 A Wrongful Breach in connection with a requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost;

6.1.1.10 A Wrongful Breach relating to the regulation of vehicular, air or marine traffic; or

6.1.1.11 Asbestos, asbestos products and/or products containing asbestos;

6.1.2 Made, threatened or in any way intimated against You prior to the Period of Insurance;

6.1.3 Arising from any matter disclosed to any insurer, including Us, prior to the Period of Insuranceas either a Claim or fact which may give rise to a Claim against You;

6.1.4 Arising from any facts of which You were aware prior to the commencement of the Period of Insurance and which You knew, or ought reasonably to have known, to be facts which may give rise to a Claim;

6.1.5 Arising from any Wrongful Breach where You knew, or ought reasonably to have known, priorto the Period of Insurance that there had been such a Wrongful Breach;

6.1.6 For any Loss or part of any Loss which is attributable to the period after You knew, or ought reasonably to have known, that its conduct was a Wrongful Breach;

6.1.7 Deliberately or intentionally solicited by You. This exclusion does not apply to Officers and Employees where such Claims arise in the discharge of their duties as Officers and Employees;

6.1.8 Any Defence Costs incurred or paid before Our consent has been given in accordance with the provisions of this Policy;

6.1.9 For any Loss or part of any Loss arising from or which is attributable to Your participation in any Joint Venture. Provided that this exclusion shall not apply to Outside Directorship as defined in Definition 3.13; or

6.1.10 For any Penalty:

6.1.10.1 Imposed pursuant to any law of any country, state or territory outside the Territorial Limits;

6.1.10.2 Imposed within the Territorial Limits but arising out of any act or omission occurring outside the Territorial Limits, and any Defence Costs associated with such Penalty.

6.2 We shall not be liable to pay the amount of the Excess in respect of each Loss.

7. Continuous Cover

If You were aware of any facts that might give rise to a Claim prior to the commencement date of the Period of Insurance and had not notified Us of such facts prior to the commencement date of the Period of Insurance, then Exclusion 6.1.4 will not apply to the notification of a Claim resulting from such facts, provided that:

7.1 The failure to notify such facts was not a fraudulent misrepresentation or fraudulent non-disclosure byYou; and

7.2 You have been insured continuously under a Statutory Liability Policy or this extension with Us and were so insured by Us at the time You first became aware of such facts; but

7.3 Indemnity will be considered under the terms and conditions of the Policy or this extension (including limits of liability and deductibles) in force when You first became aware of such facts; and

7.4 We will reduce Our liability to the extent of any prejudice suffered as a result of Your failure to notify such facts giving rise to a Claim prior to the commencement date of the Period of Insurance.

8. Conditions

8.1 In the event of a Claim, You must give immediate notice in writing to Us of such Claim. At the same time You must enable Us to reasonably investigate the Claim for the purpose of determining liability under this extension including but not limited to the following:

8.1.1 Provide comprehensive details of any notice, circumstance or Claim together with any documentation, information and relevant details;

8.1.2 Use best endeavours to preserve all property, products, appliances and plant which may assistin the investigation or conduct of the Claim;

8.1.3 Co-operate with Us and Our appointed representatives in all aspects of the Claim.

8.2 You must take all reasonable care and do and concur to do all things reasonably practicable to avoid or prevent a Wrongful Breach, or diminish a Loss.

8.3 You shall not make any admission, offer, promise or payment in respect of any Claim, or agree to payany Penalty or consent to any order directing You to pay any Penalty without Our prior written consent.
We shall not be liable for any such Penalty incurred without Our consent, and such consent will not be unreasonably withheld by Us.

8.4 We shall be entitled, but not obligated, to take over the conduct in Your name investigation, defence (including appeal and resisting appeal) and settlement of any Claim. Any amount incurred by Us shallbe deemed part of Defence Costs.

8.5 If We grant indemnity under this extension in respect of any Claim, then We shall be subrogated to allYour rights of recovery in respect of such Claim whether or not payment has in fact been made and whether or not You have been compensated in full for Your loss. Each of You must, at Your own cost, provide all reasonable assistance to Us (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.
You must not do anything that may prejudice Our position or Our potential or actual rights of recoveryagainst any party. Any amounts recovered by Us shall be allocated in the following order – recovery costs, uninsured loss, Limit of Liability and Excess.

8.6 Where We recommend to You to pay any Penalty, consent to any order directing You to pay any Penalty or otherwise settle or resolve any Claim, and You do not agree to do so, then We are entitled to reduce Our liability to You to the extent of any prejudice suffered by Us by reason of Your failure toso agree.

8.7 If You continue to defend a Claim where We have refused to provide consent in accordance with Clause 5 and you are successful in respect of that Claim, then consent as set out in Clause 5 shall be deemed to have been given at the time it was first requested by You. For the purpose of this condition, "successful" means that the outcome of the Claim established that at the time at which We refused consent, You had Reasonable Grounds for Defence.

8.8 This extension shall be interpreted in accordance with the laws of Australia or any State or Territory as applicable, and all Claims for indemnity under this extension shall be decided in accordance with those laws. All matters arising from or relating to the construction, operation or interpretation of the extension shall be submitted to the exclusive jurisdiction of the Australian Courts.

8.9 You shall comply with any lawful notice or direction received from, or any enforcement action taken by any appropriate Regulatory Authority under any Act within the time specified or, if no time is specified,within a reasonable time.

8.10 You may cancel the Policy and this extension at any time by giving notice in writing to Us.

We may cancel the Policy and this extension at any time where:

8.10.1 We are entitled to do so pursuant to the Insurance Contracts Act 1984 or any amendments;

8.10.2 You have failed to notify Us of any specific act or omission where such notification is requiredunder the terms or conditions of the Policy or this extension; or

8.10.3 You have acted in contravention of or omitted to act in compliance with any term of the Policyor this extension which empowers Us to refuse to pay a Claim in the event of such contravention or omission.

Any notice of cancellation given by Us shall take effect either at the time when another contract of insurance between You and Us or some other insurer (being a contract that is intended by You to replace this Policy) is entered into or at 4pm on the third business day after the date on which notice was given to the You by Us (whichever is the earlier).

8.11 Where You comprise more than one person or company, it is agreed that the Named Insured referredto in the Schedule shall be the agent of each of the other Insured persons or companies for the purposes of receiving any notice of cancellation pursuant to Clause 8.10, or any other notice, statement, document or information relating to the Policy or this extension. Where You have an insurance broker, nothing in this paragraph shall restrict Our right to notify the broker as Your agent.

8.12 Except to the extent that You are compelled by law to do so, You shall not release to any third party or otherwise publish details of:

8.12.1 The nature of the liabilities insured by this extension;

8.12.2 The extent of cover provided by this extension; or

8.12.3 The amount of the premium specified in the Schedule,

Without Our written consent.

8.13 Where this extension provides any indemnity to You which is prohibited by law, this extension shall be varied by operation of this Clause 8.13 so that this extension does not respond to the extent that the indemnity is prohibited by law.

8.14 8.14.1 Your failure to comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth) or misrepresentation by You to Us shall not prejudice the right of any other Insured to cover under this extension.

8.14.2 Your failure to comply with any terms and conditions of this extension shall not prejudice the right of any other Insured under this extension.

Cover is only provided to any of You who are innocent of and have no prior knowledge of such conduct. Such of You shall as soon as practicable after becoming aware of such conduct, advise Us in writing of all relevant facts.

8.15 To the extent of any inconsistency, the provisions of this extension prevail over those of the Policy.

Nothing contained in this extension shall in any way serve to increase the Limit of Liability stated in the Schedule. Other than as amended above, the terms of this Policy shall continue to apply.