



# **BROADFORM LIABILITY POLICY WORDING**

**Wording number**  
EDGE-LIA-20180331 v3.0

## Important Information

### Lloyd's Service of Suit Clause (Australia)

The Underwriters hereon agree that:-

- (i) In the event of a dispute arising under this Policy, Underwriters at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
  
- (ii) Any summons notice or process to be service upon the Underwriters may be served upon:  
Lloyd's General Representative  
Lloyds Australia Ltd  
Level 9,  
1 O'Connell Street  
SYDNEY NSW 2000  
  
who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on Underwriters' behalf.
  
- (iii) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court of any competent Appellate Court.

## What to do if you have a complaint?

### About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice subject to certain specific qualifications. You can obtain a copy of the code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

Our aim is to provide the highest service to our Australian policyholders and, to this end, we have developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

### How can we help you?

There are established procedures for dealing with complaints and disputes regarding your policy or claim.

Policyholders may be able to take advantage of the complaints service, as may third party motor vehicle claimants who are uninsured and where the amount in dispute is less than \$5,000.

### Stage 1

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to either your Lloyd's insurance intermediary ("the coverholder") or to the administrator handling your claim in the first instance – in most cases this will resolve your grievance.

They will respond to your complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with you. You will also be kept informed of the progress of your complaint.

## Stage 2

In the unlikely event that this does not resolve the matter or you are not satisfied with the way your complaint has been dealt with, you should contact:

**Lloyd's Australia Limited**  
**Level 9, 1 O'Connell St**  
**Sydney NSW 2000**  
**Telephone: (02) 8298 0783**  
**Facsimile: (02) 8298 0788**  
**Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)**

We will usually require the following information:

- Name, address and telephone number of the policyholder;
- Details of the policy concerned (policy and/or claim reference numbers, etc);
- Details of the insurance intermediary through whom the policy was obtained;
- Reasons why you are dissatisfied;
- Copies of any supporting documentation you believe may assist us in addressing your dispute appropriately..

Following receipt of your complaint, you will be advised whether your matter will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to you:

- Where your complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), your complaint will generally be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.
- Where your complaint is not eligible for referral to AFCA, Lloyd's Australia will refer your complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK Financial Ombudsman Service. They will review your complaint and liaise directly with you.
- For all other matters you will be advised of what other avenues may be available to you.

## How long will the Stage 2 process take?

Your complaint will be acknowledged in writing within 5 business days of receipt, and you will be kept informed of the progress of our review of your complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases you will receive a full written response to your complaint within 15 business days of receipt, provided we have received all necessary information and have completed any investigation required.

## External Dispute Resolution

If your complaint is not resolved in a manner satisfactory to you or we do not resolve your complaint within 45 calendar days of receiving it at Stage 1, you may refer the matter to AFCA as follows:

AFCA can be contacted by

Post: GPO Box 3, Melbourne VIC 3001,

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

More information can be found on their website [www.afca.org.au](http://www.afca.org.au)

AFCA is an independent body that operates nationally in Australia and aim to resolve disputes between you and your insurer. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Your dispute must be referred to AFCA within 2 years of the date of our final decision. Determinations made by AFCA are binding upon us.

Customers not eligible for referral to AFCA, may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd's.

Further details will be provided with their final decision to you.

## How much will this procedure cost you?

This service is free of charge to policyholders.

## Several Liability Notice

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

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LSW1001 (Insurance)

## Privacy

Edge is committed to the protection of **Your** privacy and is bound by the National Privacy Principles for the handling of **Your** information. Edge's Privacy Policy can be viewed online by visiting our website ([edgeunderwriting.com.au](http://edgeunderwriting.com.au)).

## Your Duty of Disclosure

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that you know, or could reasonably be expected to know, may affect **Our** decision to insure **You** and on what terms.

**You** have this duty until **We** agree to insure **You**.

**You** have the same duty before **You** renew, extend, vary or reinstate an insurance contract.

**You** do not need to tell **Us** anything that:

- reduces the risk **We** insure **You** for; or
- is common knowledge; or
- **We** know or should know as an insurer; or
- **We** waive your duty to tell us about.

### If **You** do not tell **Us** something

If **You** do not tell **Us** anything you are required to, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

## Words with special meaning in this policy

For the purpose of this Insurance, the following important definitions apply:

**Advertising Injury** means any unintentional injury arising out of:

1. libel, slander or defamation; or
2. infringement of copyright, title or slogan; or
3. piracy, unfair competition or misappropriation of advertising ideas or style of doing business; or
4. invasion of privacy

committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity article, broadcast or telecast and arising out of the **Insured's** advertising activities or any advertising activities conducted on behalf of the **Insured** in the course of advertising the **Products**, goods or services.

**Aircraft** means any vessel, hovercraft, craft or object designed to transport persons or property in in or through the air or space.

**Business** means the **Business** stated in the **Schedule** including:

1. the ownership and/or tenancy of the property occupied by **You**;
2. ownership, repair, maintenance and decoration of property and premises owned and/or occupied by **You** in connection with the **Business**;
3. participation in exhibitions in connection with the **Business**;
4. construction, erection, demolition, alteration or addition not exceeding AUD \$500,000 of or to buildings owned by **You**;
5. the provision and management of canteens, social, childcare, welfare, charities and sports associations primarily for the benefit of **Your** employees;
6. the provision and management of first aid, medical, ambulance or fire fighting services by **You** or on **Your** behalf;
7. private work undertaken by **Your** employees for any of **Your** directors, partners, proprietors, officers or executives.

**Claim** means:

1. any civil proceeding brought by a third party against **You** for compensation; or
2. a written demand by a third party for monetary damages.

**Defence Costs** means any necessary and reasonable fees, charges, expenses, costs and disbursements incurred in investigating or defending a **Claim** covered by this insurance.

**Excess** means the first amount of each claim or series of claims, arising out of any one **Occurrence**, for which **You** are responsible. The **Excess** applicable to this insurance appears in the **Schedule**. The applicable **Limits of Liability** will not be reduced by the amount of any **Excess** payable by **You**. A Costs Inclusive Excess means the excess applies to all costs and expenses incurred by **Us** in assessing, investigating, defending, or settling any **Claim**.

For the purpose of any 'W2W' or 'Worker to Worker' excess, the term 'Worker' shall mean:

1. any person provided to **You** on a temporary or permanent basis under a contract with a provider of contract labour hire personnel and such person remains an employee of that provider;
2. any person (including a person who may be a director, executive officer or an employee of a contractor), contracted to perform work for **You** or under **Your** direct supervision or control in the performance of such work but does not include any person where the nature of the contracted work is the trade or service of such contractor and not that of **Your Business**;
3. any person (including a person who may be a director, executive officer or an employee of a subcontractor or any of their contractors or subcontractors) contracted or subcontracted to perform work on the same work site as **You**.

**Geographical Limits** means the **Geographical Limits** shown in the **Schedule**.

**Incidental Contracts** means:

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 hiring agreement that requires **You** to insure such property;
2. any written contract with any public authority for the supply of water, gas, electricity or telephone services except those contracts in connection with work done for such authorities.

**Insured, You, Your** is the Insured named in the **Schedule** including:

1. all subsidiary and/or controlled corporations incorporated in the Commonwealth of Australia, their employees and subcontractors;
2. all directors, stockholders, shareholders, partners, proprietors, officers, employees, work experience person and volunteers of the **Insured** but only whilst acting within the scope of their duties for the **Business**;
3. every officer, member, employee or volunteer of the Insured's canteen, social, childcare, welfare, charities and sports associations, first aid, fire and ambulance service;
4. any employee superannuation fund or pension scheme arranged by the **Insured** for the benefit of employees including trustees of the fund, provided it is not managed by a professional fund manager;
5. any principal, financial institution, joint venture company, partnership or landlord to whom the named Insured is obligated by virtue of any law, contract or agreement to provide insurance, such as is afforded by this policy, but only to the extent

required by such law, contract or agreement and in any event only for such coverage and **Limits of Liability** as are provided for in this policy.

**Limits of Liability** means the amounts shown as the **Limits of Liability** in the **Schedule**.

**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 by **You**. With respect to **Personal Injury** or **Property Damage**, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one **Occurrence**. All **Advertising Injury** arising out of the same injurious material or act (regardless of the frequency or repetition thereof, and the number and kind of media used, or the number of claimants) shall be deemed to be one **Occurrence**.

**Period of Insurance** means the **Period of Insurance** as stated in the **Schedule**.

**Personal Injury** means:

1. bodily injury, death, sickness, disease, illness, disability, nervous shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefore;
2. false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
3. wrongful entry or wrongful eviction or other invasion of privacy;
4. libel, slander or defamation of character, unless arising out of **Advertising Injury**;
5. assault or 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, latent illness or latent disability, such: injury, sickness, disease, illness or disability in respect of each claim shall be deemed to have occurred on the day the injury, sickness, disease, illness or disability was first medically diagnosed.

**Pollution** means the discharge, dispersal, release, seepage, migration or escape of any solid, liquid, gaseous or thermal irritant or contamination including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes items that are or intended to be recyclable, reclaimable or reconditioned.

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

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

**Property Damage** means physical loss, destruction of or damage to tangible property, including the loss of use thereof at any time resulting therefrom and/or 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**.

**Schedule** means the Policy Schedule, Renewal Schedule or Endorsement Schedule issued by **Us**.

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

**Tool of Trade** means any **Vehicle** which has any tool, implement, machinery or plant forming part of or attached to or used in connection with it while such tool or plant is being used at **Your** business premises or on or about or in close proximity to or travelling to and from a work site, but does not include vehicles whilst used for the purpose of carrying goods or people to or from any premises (except whilst at a worksite or about or in close proximity to the worksite).

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

**Watercraft** means any powered vessel, craft or object designed to float on or in or travel through on or through water, other than model boats.

**We, Us, Our** means the insurance company named in the **Schedule**.

## What You are insured for

**We** (subject to the terms, conditions and exclusions contained in or endorsed on this Policy) will pay to or on behalf of **You** all sums which **You** shall become legally liable to pay as compensation for:

1. **Personal Injury**; or
2. **Property Damage**; or
3. **Advertising Injury**;

first happening during the **Period of Insurance** within the **Geographical Limits** and caused by an **Occurrence** within the **Geographical Limits** in connection with the **Business**.

**We** will not be obliged to defend, or to continue to defend, any **Claims** or pay, or continue to pay, any **Defence Costs** associated with such defence, once the limit of indemnity has been exhausted. **Defence Costs** does not include **Your** internal or overhead expenses or the cost of **Your** time.

## What You are not insured for

This Section does not insure **You** for any claims arising from or caused by:

### 1. Acts of War, Terrorism, Radioactivity

For loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- A. 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 order of any government or public or local authority,
- B. any Act(s) of **Terrorism**, or
- C. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

Provided that this exclusion 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.

### 2. Advertising Injury, Libel or Slander or Defamation

Liability to pay compensation for **Advertising Injury** arising from

- A. offences committed prior to the inception date of this Policy;
- B. offences made at the direction of the **Insured** with knowledge of the illegality or falsity thereof;
- C. breach of contract, other than misappropriation of advertising ideas under an implied contract;
- D. incorrect description of the price of **Products**, goods or services.
- E. infringement of trade mark, service mark or trade name by use thereof as the trade mark, service mark or trade name of the **Products**, goods or services sold, offered for sale or advertised, but this exclusion does not apply to titles or slogans;
- F. failure of the **Products**, goods or services to conform with advertised performance, quality, fitness or durability'
- G. any **Insured** whose business is advertising, broadcasting, publishing or telecasting.

### 3. Aircraft or Watercraft

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

- A. the ownership, maintenance, repair, service, operation or use by **You** or the use on **Your** behalf of any **Aircraft**;
- B. any **Product** or part thereof which with **Your** knowledge is incorporated in an **Aircraft** and is connected with the safety, propulsion, navigation or flying capabilities of an **Aircraft**;
- C. the ownership, possession, navigation, guiding, maneuvering, steering, controlling, directing, captaining, shepherding, or piloting by **You** or on **Your** behalf of any **Watercraft** exceeding 15 metres in length, except where such **Watercraft** are owned or operated by others and used by **You** for **Business** entertainment

4. **Asbestos**  
Liability to pay for **Personal Injury** or **Property Damage** caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.
5. **Car park Liability**  
**Your** car park if operated as a commercial car park.
6. **Contractual Liability**  
Contractual agreements, unless **You** would have been liable without the agreement. This exclusion does not apply to:
  - A. liability arising from **Incidental Contracts**;
  - B. liability arising from contracts specified in the **Schedule**.
7. **Employment Liability**  
**Personal Injury** to any person where such claims arise from a liability imposed by the provisions of any workers compensation legislation, an industrial award, agreement or determination, contract of employment or workplace agreement.  
This exclusion applies only to the extent of the cover available under such imposed liability or to the extent that cover would have been available under such imposed liability had **You** complied with **Your** obligations pursuant to such law.
8. **Electronic Data**  
Loss of electronic data including the failure to send or receive data.
9. **Faulty Workmanship**  
The cost of re-performing, correcting or improving any work undertaken by **You**
10. **Exports**  
Exports to the USA and/or Canada unless declared to **Us** and agreed in writing by **Us** prior to any such export taking place.
11. **Fines, Penalties and Punitive Damages**  
For awards or damages of punitive or exemplary nature whether in the form of fines, penalties, liquidated damages, multiplication of compensation awards or damages or aggravated damages.
12. **Intentional or Criminal Act**  
Any deliberate, intentional or criminal act performed by **You** or anyone acting on **Your** behalf.
13. **Loss of Use**  
For the loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:
  - A. A delay or lack of performance by **You** or on **Your** behalf of any contract or agreement.
  - B. Failure of any **Products** or work performed by **You** or on **Your** behalf to meet the level of performance, quality, fitness or durability by express or implied warranty or representation by **You**. This exclusion shall not apply to **Your** liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any **Products** or work performed by **You** or on **Your** behalf after such **Products** or work have been put to use by any person or organisation other than **You**.
14. **Pollution and/or Contamination**  
Any liability, of whatever nature and however arising, directly or indirectly arising out of or in connection with **Pollution**, including but not limited to the prevention, clean up or containment of it, any **Personal Injury** or **Property Damage** caused by it and the remediation of any environment affected by it.  
This Exclusion shall not apply where **You** have proved to **Our** satisfaction, that the discharge, dispersal, release or escape involved:
  - A. did not occur gradually over a period of time but suddenly, at an identifiable point in time and place; and
  - B. was entirely unexpected, unintended and fortuitous.
15. **Products Recall**  
For damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any **Products**.



## 16. Property in Care, Custody or Control

**Property Damage** to property owned, leased, rented or hired by **You** or under hire purchase or on loan to **You**, or otherwise in **Your** physical or legal control. This exclusion does not apply to liability for **Property Damage** to:

- A. premises or part of premises (including landlords fixtures and fittings) which are leased, rented or loaned to **You** for the purpose of the **Business**;
  - B. premises or their contents not owned or leased by or rented to **You** but temporarily occupied by **You** for the purpose of the **Business**;
  - C. **Vehicles** not belonging or used by **You** which are in **Your** physical and legal control where the damage occurs in a car park or premises owned or operated by **You**, unless operated as a commercial car park.
  - D. property of employees.
  - E. other property temporarily in **Your** physical or legal control provided no indemnity is granted for liability in respect of:
    - i. cash or negotiable instruments;
    - ii. property whilst it is being attached to or detached from, lifted, moved or lowered by any hoist or crane;
    - iii. **Your** operations as a transport operator or common carrier
    - iv. physical damage to or destruction of that part of any property upon which **You** are or have been working.
- Our** limit under clause 16. E. will not exceed \$250,000 (unless amended and shown in the **Schedule**) for any one **Occurrence** and in the aggregate for any one **Period of Insurance**.

## 17. Professional Liability

Any liability arising out of or in connection with the provision of, failure to provide or any error or omission in connection with professional advice or services but this Exclusion does not apply to:

- A. the rendering or failure to render professional medical advice by medical persons employed by the Insured to provide first aid and other medical services on the Insured's premises;
- B. any resulting **Personal Injury** or **Property Damage** but only if such professional advice or service is not given for a fee.

## 18. Sanction Limitation And Exclusion Clause LMA310

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.

## 19. Vehicles

Any Liability arising out of or the use or ownership by **You** of any **Vehicle** in respect of which there is required, at law, to be in force a Policy of compulsory liability insurance indemnity for bodily injury. This exclusion does not apply to:

- A. **Vehicles** that are not registered and are not required to be registered by legislation.
- B. Goods damaged during **Loading** and or **Unloading** from **Your** vehicle.
- C. The delivery or collection of goods to or from **Your** vehicle.
- D. Any **Vehicle** whilst being used as a **Tool of Trade**.

# General Terms & Conditions Relating to All Sections

## 1. Adjustment of Premium

It is a condition precedent to liability that within 30 days of the expiry of the Policy period, **You** declare the actual turnover for the policy period. The declaration must be declared to **Us** with 30 days of the end of the Policy period, and settled within 30 days thereafter. No refund will be given on covers that are subject to "Minimum and Deposit" premiums. On adjustable policies, any refund will be net of Edge Underwriting's income.

## 2. Aggregate Limits of Liability

**Our** total liability for all claims arising under this Insurance from any one event during the **Period of Insurance** shall not exceed the Aggregate Limits of Liability stated in the **Schedule**. In the event that claims made under this Insurance exceed the Aggregate Limits of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

## 3. Alteration of Risk

**You** must promptly advise **Us** of any changes to the information **You** have given us. If **You** do not **We** may not be liable for any loss, damage or liability caused by the change or alteration.

## 4. Breach of Condition

If there is a breach of any of the Conditions of this Insurance, **We** shall be entitled to reject a claim to the extent permitted by the Insurance Contract Act. However, a breach by an individual Insured Person will not affect the cover or claims of other Insured Persons.

## 5. Cancellation of Insurance by You

**You** may cancel the cover under this insurance by giving written notice to Edge Underwriting Pty Ltd. A pro-rata portion of premium in respect of the unexpired period of the Insurance less a short-term-policy fee determined by **Us** will be refunded. No refund will be given if there has been a claim under this insurance. No refund will be given on covers that are subject to "Minimum and Deposit" premiums.

## 6. Cancellation of Insurance by Us

**We** may cancel the cover under this Insurance in any of the circumstances set out in the Insurance Contracts Act 1984. If cancelled by **Us**, **We** shall return a pro-rata portion of premium in respect of the unexpired period of the Insurance. No refund will be given on covers that are subject to "Minimum and Deposit" premiums.

## 7. Claims

What **You** must and must not do if **You** make a **Claim** or an event happens which might lead to **You** making a **Claim**: Following an **Occurrence** which has resulted or may result in a **Claim**, **You** must see to it that **We** are notified as soon as practicable of the **Occurrence**. **We** will not be liable to make any payment unless the **Claim** form is properly completed and all information reasonably required by **Us** has been furnished at **Your** expense. Should there be a delay that prejudices **Us**, **We** will not pay for any extra costs resulting from that delay.

**You** must:

- A. do everything **You** can to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the **Occurrence**;
- B. immediately tell the police if a criminal act might have caused the loss, damage or injury;
- C. immediately send **Us** copies of any correspondence **You** receive about the **Occurrence**;
- D. authorise **Us** to obtain records and other information **We** deem relevant;
- E. cooperate with **Us** in **Our** investigation, defence or settlement of the **Claim**.

**You** must not without **Our** prior consent:

- A. carry out repairs or dispose of any damaged property until **We** have had the opportunity to inspect it;
- B. admit liability for the event, loss, damage or injury;
- C. negotiate, pay or settle a **Claim** by or against anyone else for the loss, damage or injury.

What **We** may do:

**We** may:

- A. take over and conduct in **Your** name the defence or settlement of any **Claim** against **You**. **We** have sole discretion in how the defence is conducted or a **Claim** is settled; and
- B. represent **You** at any inquest or official enquiry.

If **We** indemnify or agree to indemnify **You**, **We** have the right to proceed in **Your** name against any person or entity responsible for the loss, damage or injury. **We** take this action at our expense. **You** must not do anything which limits our right to do so.

What can affect **Your** entitlements

**We** may decline or reduce the amount of any **Claim** or refuse to indemnify **You** if **You** enter into an agreement which excludes or limits our right to recover damages or a contribution from another person or entity. If **You** do not do what **You** are obliged to do under **Your** policy, **We** may refuse to pay a **Claim** or any part of it.

## 8. Cover Ceases

Cover under this Insurance will cease if:

- A. the premium payment is not made within 30 days from the date due; or
- B. on any grounds as set out in the Insurance Contracts Act 1984.

## 9. Cross Liability

Where there is more than one party named in the **Schedule** as an **Insured**, **We** will treat each party as a separate and distinct party, provided **Our Limit of Liability** is not increased.

## 10. Inspection & Audit

**You** agree to allow **Us** to inspect **Your** premises and/or **Your** books of account at any reasonable time.

## 11. 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 the 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.

## 12. Medical Examination

**We** may at **Our** own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.

## 13. Other Insurances

**You** must advise **Us** if there are any other insurance policies that cover the same loss as **We** have the right to seek contribution from that Insurer

## 14. Reasonable Precautions

**You** must take all reasonable care to comply with all bylaws, laws and safety requirements and maintain **Your** property in a good state of repair. **You** further agree to assist with minimising any loss and taking any precautions to secure **Your** property. **You** also agree to allow **Us** to survey or inspect **Your** premises at a mutually agreed time.

## 15. Salvage

In the event of any claim where the lost/damaged item has been recovered or replaced then **We** are entitled to any salvage value.

## 16. Subrogation

In the event of any payment under this Policy, **We** shall be subrogated to all of **Your** rights to recovery against any person or entity other than another **Insured** or **Insured** Person to the extent they are protected by this Policy, and **You** must execute and deliver any instruments and papers and do whatever else is necessary to enable **Us** to secure such rights. **You** shall not take action after any loss which will prejudice **Our** rights to subrogation.