



BROADFORM LIABILITY POLICY WORDING

Wording number
EDGE-LIA-20240401 v1.0

Important Information

General Insurance Code of Practice, Complaints and Disputes

General Insurance Code of Practice

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

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 in the first instance:

Claims matters

The claims officer you have been dealing with,
or
Richard Evans
Claims Manager
Newman Pearce & Partners LLP
richard.evans@newmanpearce.co.uk
St Clare House,
30-33 Minories
London EC3N 1PE
+44 207 977 9314

All other matters

Complaints Officer
Edge Underwriting
info@edgeunderwriting.com.au
(08) 9420 7900

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: ldraustralia@loyds.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 Insurers 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 notice should be given as soon as possible to:

Edge Underwriting
claims@edgeunderwriting.com.au
(08) 9420 7900

LMA5545
17 May 2021

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.

08/94
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: <http://edgeunderwriting.com.au>.

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW1135B (revised)

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;

- 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:

- bodily injury, death, sickness, disease, illness, disability, nervous shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefore;
- false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
- wrongful entry or wrongful eviction or other invasion of privacy;
- libel, slander or defamation of character, unless arising out of **Advertising Injury**;
- 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. Communicable Disease Exclusion

6.1 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.

6.2 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.

6.3 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:

6.3.1 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

6.3.2 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

6.3.3 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

7. Contractual Liability

Contractual agreements, unless **You** would have been liable without the agreement. This exclusion does not apply to:

7.1 liability arising from **Incidental Contracts**;

7.2 liability arising from contracts specified in the **Schedule**.

8 Cyber and Data Limited Exclusion Endorsement 1

(Other than Bodily Injury or Property Damage arising out of a Cyber Incident)

8.1 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:

8.1.1 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

8.1.2 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, unless subject to the provisions of paragraph 8.2.

8.2 Subject to all the terms, conditions and exclusions contained in this Policy or any endorsement thereto, clause 1.1 of this Endorsement shall not apply in respect of any actual or alleged liability for and/or arising out of:

8.2.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

8.2.2 any ensuing physical damage to or destruction of tangible third party property,

resulting from or arising out of a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act**.

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

- 8.3 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 8.4 8.4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

- 8.5 **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.
- 8.6 **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**.
- 8.7 **Cyber Incident** means:
- 8.7.1 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
 - 8.7.2 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**.
- 8.8 **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**.

LMA5469A
12 October 2022

9 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.

10 Electronic Data

Loss of electronic data including the failure to send or receive data.

11 Faulty Workmanship

The cost of re-performing, correcting or improving any work undertaken by **You**

12 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.

13 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.

14 Intentional or Criminal Act

Any deliberate, intentional or criminal act performed by **You** or anyone acting on **Your** behalf.

15 Loss of Use

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

- 15.1 A delay or lack of performance by **You** or on **Your** behalf of any contract or agreement.
- 15.2 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**.

16 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:

- 16.1 did not occur gradually over a period of time but suddenly, at an identifiable point in time and place; and
- 16.2 was entirely unexpected, unintended and fortuitous.

17 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**.

18 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 18. 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**.

19 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.

20 Sanction Limitation And Exclusion Clause LMA3100A

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.

LMA3100A, 05 October 2023

21 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**.

22 War And Civil War Exclusion Clause NMA464

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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.

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.