



**ASR**  
underwriting  
AGENCIES

Policy Wording  
**Security Industry**  
Public & Products Liability Insurance

ASR Underwriting Agencies ABN 84 113 542 233 AFSL 291522

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Version November 2012

Effective: 19/11/2012

## Our Agreement

### THE AGREEMENT

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

### HOW MUCH WE WILL PAY

#### Limit of Liability

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

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

#### Excess

We will not pay the Excess which applies to any claim. The Excesses are set out in the Schedule and the Certificate. If more than one Excess applies to any one claim or series of claims under this Certificate, then only the single highest Excess will apply.

### WHAT THIS CERTIFICATE CONSISTS OF

This Certificate consists of the Schedule, Our Agreement, Coverage, Exclusions, Conditions and Definitions which apply. All parts of the printed Certificate wording, the Schedule and any Endorsements must be read as if they are one and the same document.

## Coverage

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

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

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

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

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

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

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

## Exclusions

We shall not be liable for claims in respect of:

### 1. Aircraft Hovercraft and Watercraft

Personal Injury or Property Damage arising out of or caused by, through, or in connection with:

- (a) the ownership, legal possession, legal control or use by You or the use on Your behalf of;
  - (i) Aircraft or Hovercraft; or
  - (ii) Any Watercraft, other than manually propelled Watercraft not exceeding 8 metres in length, or mechanically propelled Watercraft that do not require registration and/or that do not require the operator to be licenced not exceeding 3 metres in length.
- (b) the selling or manufacturing of Aircraft or the manufacture, assembly and or supply of any products that are used with Your knowledge in Aircraft or aerial device;
- (c) the leasing, hiring or chartering of Aircraft to or from You; or
- (d) the repair, service or maintenance of Aircraft or Aircraft products or the installation of any products into Aircraft;

### 2. Asbestos

Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with:

- (a) any mining, handling, processing, manufacturing, sale, transportation, distribution, storage or use of asbestos, asbestos products or asbestos contained in any products,
- (b) any process of decontamination, treatment, handling, sale, installation, removal, disposal or control of asbestos or materials containing asbestos;

### 3. Contracts and Agreements

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

Exclusion 3 shall not apply to:

- (a) the written contracts specified in the Schedule;
- (b) liability assumed by You under a warranty of fitness or quality as regards Your Products;
- (c) liability assumed by You under any lease or agreement of real or personal property;

### 4. Employees

- (a) Personal Injury to any of Your employees, deemed employees or the employees of sub-contractors arising out of or in the course of his/her employment in Your Business;
- (b) Personal Injury to any person in Your service arising from a liability imposed by an industrial award or agreement or determination;
- (c) Any liability in respect of which You are entitled to seek compensation under any Policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation whether or not You have effected such a Policy;

### 5. Erection and Alteration to Buildings

The erection, demolition of and/or alteration or addition to buildings or structures by you or on Your behalf except where the completion value of such work does not exceed \$20,000 unless some other sub-limit is stated in the Schedule;

### 6. Faulty Workmanship

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

### 7. Fines and Penalties

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

### 8. Legal Jurisdiction

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

## 9. Libel and Slander

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

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

## 10. Loss of use

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

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

## 11. Nuclear Fuel/Weapons

Personal Injury or Property Damage caused by or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission;

- (a) nuclear weapons material.

## 12. Pollution

Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water. We will also not pay any costs and expenses incurred in the prevention, removal or clean-up of such Pollutants.

Exclusion 12 shall not apply if such discharge, dispersal, release or escape is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place;

## 13. Professional Advice

The rendering of or failure to render professional advice or service by You or any error or omission connected therewith.

Exclusion 13 will not apply to 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;

## 14. Property Damage to:

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

Exclusion 14 shall not apply to liability for Property Damage to:

- (i) Premises which are leased or rented to You for the purposes of carrying on Your Business provided the liability does not arise from Your failure to insure the Premises as required in the lease or rental agreement;
- (ii) employees' property and visitors' clothing and personal effects;
- (iii) vehicles (not belonging to or used by You or on Your behalf) in Your physical or legal control where such Property Damage occurs whilst any such vehicle is in a car park owned or operated by You provided that You do not own or operate a car park for reward as part of Your Business.

Where cover is extended You shall bear an Excess in respect of such Property Damage.

## 15. Property Damage to Your Products

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

## 16. Recall of Products

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

## **17. Territorial Limits**

Personal Injury or Property Damage;

- (a) occurring in the United States of America or Canada. This Exclusion shall not apply to claims arising from the presence of any person who is normally resident in Australia or New Zealand and who is not a manual worker or a supervisor of work,
- (b) caused by or arising out of Your Products knowingly exported by You or Your agents to the United States of America or Canada,
- (c) where claims are made upon You outside Australia or New Zealand in any country where You are represented by a branch or company or firm or individual holding Your power of attorney,
- (d) where such claims arise out of any contract entered into by You under the terms of which work is not to be performed outside Australia or New Zealand;

## **18. Tobacco**

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

## **19. Transmissible Disease**

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

## **20. Vehicles**

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

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

Exclusion 20 shall not apply to Personal Injury or Property Damage arising from:

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

## **21. War**

Personal Injury or Property 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.

## **22. Criminal Assault**

Personal Injury or Property Damage arising out of, or attributed to, assault which ultimately results in a criminal conviction.

## **23. Sexual Assault or Molestation**

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

## **24. Firearms**

Personal Injury or Property Damage arising directly or indirectly out of the use of firearms, unless the Firearm Extension is granted, as stated in the Schedule.

## **25. Ownership or Use of Dogs**

Personal Injury or Property Damage arising directly or indirectly out of the use or operation of dogs unless You have complied with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for their use or operation.

## **27. Free Range Dogs**

Personal Injury or Property Damage arising directly or indirectly out of the provision of free range dogs, or dogs not under the control of a handler, or dogs not muzzled.

## **28. Airport Security**

Personal Injury or Property Damage cause by, or arising directly or indirectly out of, or in any way involving, the provision of any form of security at any airport or aircraft landing area.

## **29. Terrorism**

Personal Injury or Property Damage 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.

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

This exclusion also excludes claims in respect of Personal Injury or Property Damage directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

## **30. Mould/Fungi**

Personal Injury or Property Damage arising directly or indirectly out of, resulting from or in any manner related to Fungi. "Fungi" as utilised herein, shall mean any fungus or mycota or any by product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

## **31. Sub-contractors**

- (a) Personal Injury to your subcontractors; or
- (b) Personal Injury arising directly or indirectly out of the performance of services by your subcontractors; or
- (c) Property Damage arising directly or indirectly out of the performance of services by your subcontractors.

## **32. Inadequate Monitoring Equipment**

Personal Injury or Property Damage arising directly or indirectly out of the failure of You to respond, or to respond timeously, to any alarm where failure is due to;

- (a) an insufficient and/or inadequate staff complement employed or contracted by You, and/or
- (b) insufficient and/or inadequate equipment and/or the maintenance thereof, and/or
- (c) incorrect configuration or failure to set an alarm by You or anyone else unless it is Your responsibility to set the alarm under contract

If We allege that no claim is admissible by the provisions of this Exclusion, then the onus of proving the contrary shall rest with You.

## **33. Batons & Handcuffs**

Personal Injury or Property Damage arising directly or indirectly out of the use of batons and/or handcuffs unless Your employee can claim reasonable excuse to possess a baton and/or handcuffs as a tool of trade and can show, on demand by Us or the Police, a statement of attainment verifying he or she was found to be competent in their usage in the previous twelve months.

## **34. Due Care**

Personal Injury or Property Damage arising directly or indirectly out of the deliberate, conscious, intentional or reckless disregard by Your technical or administrative management of the need to take all reasonable steps to prevent claims.

## **35. Dishonest, Criminal or Illegal Acts**

Personal Injury or Property Damage arising directly or indirectly out of any dishonest, illegal or criminal act committed by You, Your employees or any other person acting on behalf of You, including any collusion thereto.

## **36. Persons, Vehicles & Goods under Escort**

- (a) Personal Injury occurring during an escort service of a vehicle; or
- (b) Damage to property,
  - (i) Including damage to vehicles being escorted: or
  - (ii) Damage to vehicles employed for the purposes of the escort.

### **37. Licensed Premises**

Personal Injury or Property Damage arising directly or indirectly out of crowd control services in or at licensed premises unless the License Premises Extension is noted on the Schedule.

Exclusion 37 shall not apply to crowd control services at:

- (a) restaurants;
- (b) function centres;
- (c) sporting grounds;
- (d) concerts; or
- (e) events.

### **38. Participant to Participant**

Personal Injury to any other Participant or Property Damage to any Participant's property, *whilst engaged in self-defence training activities operated by You*

### **39. Nightclub Exclusion**

Personal injury or property damage arising directly or indirectly out of the operation or use of a nightclub..

For the purposes of this exclusion a nightclub means:-

1. Premises licensed as a nightclub; or
2. Premises not licensed as a nightclub but:
  - (a) where dancing is regularly undertaken; and
  - (b) the premises is arranged in such a manner as to offer permanent dancing and musical entertainment facilities; and
  - (c) 3 or more of the following elements arise at the premises:
    - (i) an entrance fee is charged to patrons; or
    - (ii) bouncers or security personnel are used; or
    - (iii) the premises has special lighting; or
    - (iv) the premises is marketed as a nightclub; or
    - (v) the premises has insufficient natural light to be able to walk around the premises freely and without difficulty; or
    - (vi) the premises has a permanent sound system; or
    - (vii) the premises has a soundproofing.



## Conditions

### Cross Liability

Where You are comprised of more than one person or entity, each shall be considered as a separate legal entity. The words You and Your shall apply to each person or entity as if a separate Certificate had been issued to each. This Condition does not increase the Limit of Liability under this Section in respect of any Occurrence or Period of Insurance.

### Claims Procedure

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

### Cancellation by You

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

### Cancellation by Us

- (a) We may cancel this Certificate by giving written notice to You if:
  - (i) You failed to comply with:
    - A. The duty of utmost good faith, or
    - B. A provision of this Certificate, including a provision with respect to the payment of premium; or
  - (ii) before this Certificate was entered into You failed to comply with the duty of disclosure or made a misrepresentation to Us; or
  - (iii) You have made a fraudulent claim under this or any other Certificate of insurance with us or any other insurer; or
  - (iv) You did not tell Us about anything which this Certificate required You to tell it.
- (b) Cancellation by Us will take effect from the earlier of:
  - (i) the day on which You arrange other insurance to replace this Certificate, or
  - (ii) 4.00pm on the third business day after the day on which notice of cancellation was given to You or any later date shown in the notice of cancellation.
- (c) The cancellation will be effective unless You can prove that, through no fault of Yours, You did not receive the notice of cancellation.
- (d) If We cancel the Certificate, We will retain the premium which applies to the days this Certificate has been in force, subject to minimum premium provisions, unless cancellation is due to non-payment of premium, in which case the Certificate is cancelled with effect from inception.

## Hold Harmless Agreements

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

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

## Joint Assureds

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

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

## Jurisdiction

All disputes arising out of or under this Certificate will be subject to determination by any Court of competent jurisdiction within Australia.

## Other Insurance

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

## Our Rights of Inspection

You must allow Us and Our representatives to inspect or examine any property and documents of Your Business insured by this Certificate at any reasonable time.

## Premium Adjustment

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

## Reasonable Precautions

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

## Recovery

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

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

## Subrogation

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

## Site Operating Procedures

If you provide crowd control services You must have in place a strict and documented site operating procedures manual.

## Definitions

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

### **Aircraft**

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

### **Business**

Means the business specified in the Schedule.

Business includes the following:

1. The ownership or tenancy of premises, and
2. The provision and management of canteens, social and welfare organisations and first aid and safety services for Your employees.

### **Excess**

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

### **Hovercraft**

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

### **Limit of Liability**

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

### **Medical Persons**

Means qualified medical practitioners, dentists, nurses and first-aid attendants.

### **Occurrence**

Means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from Your standpoint.

### **Period of Insurance**

Means the period of insurance shown in the current Schedule.

### **Personal Injury**

Means:

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

### **Pollutants**

Means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

### **Property Damage**

Means:

1. Physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or
2. Loss of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence.

**Vehicle**

Means any type of machine on wheels or on self-laid tracks which made or intended to be propelled by other than manual or animal power. Vehicle includes any trailer or caravan or other implement made or intended to be drawn by any such machine.

**Watercraft**

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

**We/Our/Us**

Means the Underwriters of this Insurance.

**You/Your**

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

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

**Your Products**

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

## Design and Installation Errors & Omissions Inclusions Clause

### Insuring Clause

We will pay to or on behalf of You all sums which You shall become legally liable to pay by way of compensation, up to the Indemnity Limits stated in the Schedule, that form part of, and not in addition to, the overall Miscellaneous Errors & Omissions Extension, as a result of a claim or claims first made against You and notified to Us during the Period of Insurance arising out of any act, advice, error or omission committed, or alleged to have been committed, subsequent to the retroactive date by or on behalf of You in connection with Your Business, but only in respect of the design, installation or alteration of alarms and/or security systems, as specified in the Schedule.

For the purposes of this Endorsement, the term "claim or claims" shall mean any:

- (a) writ, summons, application or other legal or arbitral proceedings, cross-claim or counterclaim issued against or served upon You
- (b) written or verbal demand alleging liability communicated to You under any circumstances and by whatever means

### Exclusions

This insurance shall not apply to:

1. (a) any claims or claims first made against You prior to the inception of this Certificate;
  - (b) any fact, situation or circumstance which You had become aware of prior to the inception of this Certificate, which a reasonable person in Your position would have considered may give rise to a claim or claims under this or similar or like Certificates or Policies;
  - (c) any claim or claims arising out from any actual act, error or omission or conduct by or on behalf of You prior to the Retroactive Date shown in the Certificate Schedule.
2. any claim which is based on or is attributable to any failure or omission on the part of You to effect or maintain insurance;
3. any claim arising out of delays in the performance of services or the supply of products;
4. any claim arising out of any form of industrial action, whether such action is taken by Your employees or by others;
5. any claim for the failure to perform to the conditions of any contract;
6. any claim for which cover is provided for elsewhere in this insurance;
7. any claim arising out of an act, error or omission committed or alleged to have been committed by a director or officer of Your's in the course of their duties in such capacity;
8. any claim arising out of an act, error or omission committed or alleged to have been committed by a director or officer of Your staff superannuation fund or funds in the course of their duties in such capacity;
9. any claim arising directly or indirectly out of or in connection with any resultant damage or loss to any third party property or premises and/or any consequential loss resulting therefrom.

## Miscellaneous Errors & Omissions Extension

### Insuring Clause

We will pay to or on behalf of You all sums which You shall become legally liable to pay by way of compensation, up to the Indemnity Limits stated in the Schedule, as a result of a claim or claims first made against You and notified to Us during the Period of Insurance arising out of any act, advice, error or omission committed, or alleged to have been committed, subsequent to the retroactive date by or on behalf of You in connection with Your Business as specified in the Schedule.

For the purposes of this Endorsement, the term "claim or claims" shall mean any:

- (a) writ, summons, application or other legal or arbitral proceedings, cross-claim or counterclaim issued against or served upon You
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1. (a) any claims or claims first made against You prior to the inception of this Certificate;  
(b) any fact, situation or circumstance which You had become aware of prior to the inception of this Certificate, which a reasonable person in Your position would have considered may give rise to a claim or claims under this or similar or like Certificates or Policies;  
(c) any claim or claims arising out from any actual act, error or omission or conduct by or on behalf of You prior to the Retroactive Date shown in the Certificate Schedule.
2. any claim which is based on or is attributable to any failure or omission on the part of You to effect or maintain insurance;
3. any claim arising out of delays in the performance of services or the supply of products;
4. any claim arising out of any form of industrial action, whether such action is taken by Your employees or by others;
5. any claim for the failure to perform to the conditions of any contract;
6. any claim for which cover is provided for elsewhere in this insurance;
7. any claim arising out of an act, error or omission committed or alleged to have been committed by a director or officer of Your's in the course of their duties in such capacity;
8. any claim arising out of an act, error or omission committed or alleged to have been committed by a director or officer of Your staff superannuation fund or funds in the course of their duties in such capacity;
9. any claim arising out of the design, alteration or installation of alarms and/or security systems.

## Firearm Extension

Notwithstanding anything to the contrary in Exclusion 24, if stated in the Schedule as insured, the indemnity granted by this Certificate includes claims arising out of the possession or use of firearms, including accidental discharge thereof, by You.

Provided always that:

- (a) all Your employees provided with or using their own firearms for the purposes of carrying out their duties in terms of Your standard conditions of contract under which the claim occurs shall:
  - (i) be licensed under the Weapons Act 1990 (Qld) or similar legislation in other states or territories that applies to hold firearms
  - (ii) comply with their individual license qualifications as defined by the Security Industry Act 1997 and Regulations or similar legislation and regulations that apply in other states or territories.
  - (iii) comply with all other Regulations and Acts that govern the holding or use of firearms
  - (iv) have successfully completed applicable training in the use of firearms to the minimum standards recommended by the Security Industry Council of their State of domicile and their records of having completed this are retained in employment files
  - (v) have undertaken a refresher course to the standards stated in (iv) above every twelve months and their records of having done this are retained in employment files
- (b) in the event of the discharge of a firearm, or any incident likely to give rise to a claim, You shall:
  - (i) report the incident to the Police as soon as reasonably practicable;
  - (ii) immediately advise Us and, subsequently, provide Us with a copy of the relevant Police Report
- (c) all firearms issued by You to Your employees for the purposes of carrying out their duties shall be returned to You as soon as possible after the completion of their tour of duty
- (d) no indemnity shall be granted in respect of liability:
  - (i) arising out of the possession or use of firearms by off-duty employees
  - (ii) arising out of the possession or use of automatic firearms.

## Licensed Premises Extension

Notwithstanding anything to the contrary in Exclusion 37, if stated in the Schedule as insured, the indemnity granted by this Certificate includes claims arising out of the provision of crowd control services at Licensed Premises.



## Property In Care, Custody or Control Extension

Notwithstanding anything to the contrary in Exclusion 14, if stated in the Schedule as insured, the indemnity granted by this Certificate, up to the limits stated in the Schedule includes claims arising out of loss of or damage to property in the care, custody or control of You or which would, but for Your failure to provide the necessary security, have been in the care, custody or control of You.

Provided always that Motor Vehicle Showrooms & Car Lots - Where client premises are motor vehicle showrooms, car lots or similar yards for the storage of vehicles, and to which the general public shall have access after business hours, access to or egress from such showrooms, car lots or yards, other than by pedestrians, shall have been protected in such manner that no vehicle could be removed from the premises without being damaged.

This insurance does not cover loss of or damage to any motor vehicle arising out of the unauthorised use of such vehicle(s) by You or any person acting on Your behalf.

This insurance does not cover claims arising out of the transportation of valuables/cash unless the cash in transit extension applies.

This insurance does not cover loss of or damage to keys under Your Care, Custody or Control.

## Loss of Client Keys Extension

Notwithstanding anything to the contrary in Exclusion 14, if stated in the Schedule as insured, the indemnity granted by this Certificate, up to the limits stated in the Schedule, includes claims arising out of the cost of replacing locks and keys following loss or damage to client's keys in Your care, custody or control.

## **Medical Malpractice Extension (applicable to First Aid Treatment Only)**

We agree to indemnify You for Injury caused by medical malpractice or by negligent act or omission in professional medical services rendered by You during the Period of Insurance in connection with the provision of first aid treatment but only insofar as such liability is not insured by any other malpractice insurance and provided that such liability does not arise out of any criminal act or any act committed while in violation of any law or ordinance or services rendered by any person who, to Your knowledge, is under the influence of intoxicants or narcotics.

## **Vicarious Liability Extension**

We agree to indemnify you for your legal liability arising out of the conduct of any subcontractor, but only to the extent that such conduct by the subcontractor was on behalf of you in the exercise and conduct of your business.

## Cash In Transit Extension

Notwithstanding anything to the contrary contained in Exclusion 14, if stated in the Schedule as insured, the indemnity granted by this extension, up to the limits stated in the Schedule, extends to include Your liability for loss of or damage to:

- (a) Cash
- (b) Cheques
- (c) the Receptacles in respect thereof

during the period of insurance whilst in the care, custody and control of You for the purpose of and only during the transit of a), b) or c) above within the Territorial Limits to or from the premises occupied by any client of Yours in accordance with the provisions of the applicable conditions of contract.

For the purpose of this extension Cash means cash, notes, postal notes, post office money orders, stamps, credit card sales vouchers, instant lottery tickets, bus or transport tickets, telephone credit cards or franking machine credits only.

For the purpose of this extension a Cheque means a negotiable instrument instructing a financial institution to pay a specific amount of a specific currency from a specific demand account held in the maker/depositor's name with that institution.

Provided always that:

- (i) for the purpose of determining the indemnity granted by this Extension "Receptacle" means the cash box or other receptacle for the transit of money but shall not include any motor vehicle or trailer
- (ii) where the amount of Cash in Transit exceeds \$50,000, you have two persons engaged by you to accompany the money in transit
- (iii) where the amount of Cash in transit exceeds \$100,000, you have two armed persons engaged by you to accompany the money in transit
- (iv) this policy is not used as a primary layer or excess layer to any other policy

We will not cover loss of Cash;

- (i) arising directly or indirectly out of shortage resulting from clerical or accounting errors, or to errors in receiving or paying out to or by you
- (ii) which is not discovered within five (5) working days of the loss
- (iii) arising directly or indirectly out of your fraud or dishonesty or that of any member of your family, directors or partners
- (iv) arising directly or indirectly out of or through the collusion of, or any act of fraud or dishonesty, by any of your employees
- (v) carried by common carriers
- (vi) where the transit of Cash exceeds **eight (8)** hours from the time of its collection
- (vii) arising directly or indirectly out theft from an unattended vehicle, **however cover will be provided from an unattended vehicle subject to the vehicle:**
  - A. being locked;
  - B. having a working alarm which is activated; and
  - C. having a locked safe / lock box containing the Cash secured inside the vehicle

## Basis of Settlement for Securities

The value of the securities in transit for the purpose of determining the amount of loss payable under this extension will be the lesser of the following;

- (a) the actual cash value of the securities at the close of business on the day on which the loss was discovered or if that day is not a business day, the business day immediately following, or
- (b) the actual cash value of the securities at the time of loss, or
- (c) where the property is held as security, pledge or collateral for an advance or loan, the lesser of:
  - (i) the value of the property as determined and recorded by you when making the advance or loan, or
  - (ii) in the absence of such record, the unpaid portion of the advance or loan plus accrued interest on it at prevailing commercial rates.

## Cash-In-ATM Extension

Notwithstanding anything to the contrary contained in exclusion 14, if stated in the schedule as insured, the indemnity granted by this extension, up to the limits stated in the schedule, extends to include your liability for loss of or damage to cash during the period of insurance whilst undertaking ATM guarding services within the territorial limits to or from the premises occupied by any client of yours in accordance with the provisions of the applicable conditions of contract.

For the purpose of this extension, cash means cash notes.

For the purpose of this extension, ATM guarding services means:

- (i) Onsite ATM maintenance
- (ii) Onsite guarding ATM technicians

Provided always that:

- (i) Where the guarding of ATM technicians take place, you have at least one armed person engaged by you to guard the ATM technician
- (ii) This policy is not used as a primary layer or excess layer to any other policy

We will not cover loss of cash;

- (i) Which is not discovered within five (5) working days of the loss
- (ii) Arising directly or indirectly out of your fraud or dishonesty or that of any member of your family, directors, partners or ATM technicians
- (iii) Arising directly or indirectly out of or through the collusion of, or any act of fraud or dishonesty, by any of your employees

## Cash In Safe Extension

Notwithstanding anything to the contrary contained in Exclusion 14, if stated in the Schedule as insured, the indemnity granted by this Extension, up to the aggregate limit as stated in the schedule, includes Your liability for loss of or damage;

- (a) To money on premises while in a securely locked Safe or Strongroom;
- (b) To money removed from the Safe or Strongroom for preparation of banking but only up to the time transit to your bank begins;
- (c) In your personal custody, or in the custody of persons authorised by you, while contained in your or their Safe or Strongroom at a private residence.

Provided always that the following conditions apply:

- (i) The basis of settlement is the actual cash value of the securities at the time of the loss
- (ii) We are only be liable for that part of the loss that exceeds the Excess shown on the Schedule
- (iii) this policy is not used as a primary layer or excess layer to any other policy
- (iv) all safes and strong rooms must be kept locked at all times, other than when money is being transferred to or from the safe or strongroom
- (v) You must have a burglar alarm system installed at the Business Premises, which is the subject of a continuing maintenance contract with an installing engineer. The burglar alarm system must be:
  - A. examined and tested by such an engineer at not more than six (6) monthly intervals
  - B. maintained in good condition and efficient working order at all times
  - C. Tested each business day
  - D. made operative whenever the Business Premises are left unoccupied.

This extension excludes damage;

- (i) From a Safe or Strongroom opened by a key or by combination details, either of which has been left on the Premises outside Business Hours
- (ii) Which did not occur at the Premises
- (iii) If the Money has not been immediately returned to a securely locked Safe or securely locked Strongroom:
  - A. following any interruption occurring during preparation for banking; or
  - B. while awaiting transit
- (iv) Owing to shortage resulting from clerical or accounting errors, or to errors in receiving or paying out to or by you
- (v) Owing to your fraud or dishonesty or that of any member of your family, directors or partners
- (vi) Owing to or through the collusion of, or any act of fraud or dishonesty, by any of your employees which is not discovered within five (5) working days of the loss
- (vii) Which did not occur within the Commonwealth of Australia
- (viii) To the Safe or Strongroom
- (ix) Occurring to Insured Property outside your usual Business Hours that is not placed in a Safe or Strong room
- (x) As a result of restoring, repairing or similar process of a Safe or Strongroom
- (xi) As a result of natural ageing or rust of a Safe or Strongroom

Further, this extension excludes temporary protection of property pending repair.

Definitions applicable to this extension:

**Business Hours;** means normal trading hours or whilst you or your Employees are on the Premises for the purpose of conducting Business.

**Damage:** means any physical destruction of or damage to Money or physical loss of Money.

**Money:** Current coin, bank notes, currency notes, cheques (including non-negotiable cheques) credit card sales vouchers, postal orders, negotiable securities, money orders, unused postage, revenue stamps and Government approved and issued lottery tickets.

## Sub-Contractors Extension

Notwithstanding anything to the contrary contained in Exclusion 31 if noted in the Schedule, as an insured, we agree to provide indemnity to any subcontractor for a claim made against the subcontractor:

- (a) in respect of Personal Injury or Property Damage alleged to have been committed whilst working for and on behalf and at your direction; and
- (b) which happens during the Period of Insurance, and
- (c) is caused by an Occurrence in connection with the Business.

The cover under this extension does not apply if the subcontractor was entitled to have given notice under any other policy of insurance in respect of any claim for which there would be an entitlement to indemnity, which would otherwise be available under this policy, in whole or in part.

It is a condition of this extension that You must maintain all subrogation rights that You have or may acquire against all subcontractors.

This extension is subject to the terms, conditions and exclusions of this policy.

## Australian Terrorism Insurance Act 2003 Notice

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies. ATIA 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 ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in 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 any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism loss".



## Complaints and Dispute Resolution Process

If you have a complaint about an insurance product issued by us or a service you have received from us, including the settlement of a claim, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, call us on (07) 3442 3333.

We will ask you to complete a Complaint Report Form and your complaint will be reviewed by our Internal Review Panel free of charge.

We will keep you informed of the progress of our review at least every 10 working days and give you our response in writing within 15 working days provided we have all necessary information and have completed any investigation required.

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 the Compliance Manager at:

Lloyd's Australia Limited  
Level 21  
123 Pitt Street  
Sydney NSW 2000  
Telephone: (02) 9223 1433

You will be advised whether your dispute will be handled by either Lloyd's Australia or the Complaints Department at Lloyd's in London.

Where you are a retail client and your dispute is eligible for referral to the Financial Ombudsman Service (FOS), your dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.

FOS will review our decision in accordance with their terms of reference. You are not bound by their decision. However, we are bound to act immediately on FOS's decision. This is a free service provided by an independent body. Brochures outlining the operations of FOS are available from us or the Insurance Council of Australia in your State or Territory. You can phone the FOS from anywhere in Australia on 1300 780 808 or write to them at:

Financial Ombudsman Services Limited  
Level 12 717 Bourke St  
Docklands  
Melbourne Vic 3008  
Email: [info@fos.org.au](mailto:info@fos.org.au)

Where you are a retail client and your dispute is not eligible for referral to the FOS, or where you are a wholesale client, Lloyd's Australia will refer your dispute to the Complaints Department at Lloyd's, who will then liaise directly with you.

In this case, you may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6 months of the final decision by the Complaints Department at Lloyd's. Further details will be provided by the Complaints Department with their final decision to you.

Your dispute 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 dispute 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 dispute within 15 business days of receipt, provided we have received all necessary information and have completed any investigation required.

This service is free of charge to policyholders.



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Coverholder at **LLOYD'S**