ASR underwriting AGENCIES

Policy Wording

Swimming Pool Inspectors

Professional Indemnity

ASR Underwriting Agencies ABN 84 113 542 233 AFSL 291522

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ASR Underwriting Agencies Pty Ltd
ABN 84 113 542 233 AFSL 291522
25 Main St Beenleigh Qld 4207
PO Box 302 Beenleigh Qld 4207
Ph 07 34423333 Fax 07 38076839
Email enquiries@asruw.com.au
Website www.asruw.com.au

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Important Information

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

ASR Underwriting Agencies Pty Ltd
ASR Underwriting Agencies Pty Ltd ABN 84 113 542 233, is a coverholder for certain Underwriters at Lloyd's. ASR Underwriting Agencies Pty Ltd has the authority to bind this Policy on their behalf.

Claims Made Policy
This policy is issued by ASR Underwriting Agencies Pty Ltd on a claims made and notified basis. This means that the policy only covers claims first made against you during the period of insurance and notified to ASR Underwriting Agencies Pty Ltd in writing during the period of insurance. The policy does not provide cover for any claims made against you during the period of insurance if at any time prior to the commencement of the period of insurance you were aware of facts which might give rise to those claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where the insured gives notice in writing to the insurer during the period of insurance of facts that might give rise to a claim against the insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the period of insurance has expired.

Your Duty Of Disclosure
Section 21 of the Insurance Contracts Act 1984 provides that before you enter into a contract of general insurance with an insurer, you have a duty to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, upon what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matter:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your insurer knows, or in the ordinary course of its business, ought to know;
- As to which compliance with your duty of disclosure is waived by the insurer.

Non-Disclosure
If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Policy Cancellation
In the event of policy cancellation by the insured, ASR Underwriting Agencies Pty Ltd's cancellation rates will apply.

Privacy Statement
ASR Underwriting Agencies Pty Ltd is bound by the obligations of the Privacy Act 1988 (as amended) regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We collect personal information about you to enable us to provide you with relevant products and services, to assess your application for insurance and, if a contract is entered, to enable us to provide, administer, and manage your policy, and to investigate and handle any claims under your policy. We may disclose your information to third parties (who may be located overseas), such as certain Underwriters at Lloyd's, lawyers, claims adjusters, and others appointed by ASR Underwriting Agencies Pty Ltd or by certain Underwriters at Lloyd's to assist us and them in providing relevant products and services. We may also disclose your information to people listed as co-insured on your policy and to your agents. By providing your personal information to us, you consent to us making these disclosures.

If you do not provide all or part of the information required, we may not be able to provide you with our products and services, consider your application for insurance, administer your policy, assess or handle claims under your policy, or you may breach your Duty of Disclosure.

When you provide us with personal information about other individuals, we rely upon you to have made them aware of that disclosure, and of the terms of the ASR Underwriting Agencies Pty Ltd Privacy Statement, and to obtain their consent.

For a copy of the ASR Underwriting Agencies Pty Ltd Privacy Statement or to request access to the personal information, contact the Privacy Officer at ASR Underwriting Agencies Pty Ltd by email: mailto:enquiries@asruw.com.au or by mail at the address shown on this policy.

General Insurance Code of Practice

ASR Underwriting Agencies Pty Ltd and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

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

  • 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

Australia Terrorism Insurance Act 2003 Notice
(NMA2984)

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 losses".

1. Insuring Clause

Preamble
Where the Insured has made to Us a written Proposal which We have relied upon, and which it is hereby agreed now forms the basis of this Policy and is considered to be incorporated herein, and subject to the payment of the premium specified in the Schedule, We agree to provide indemnity to the Insured subject to the terms and conditions of this Policy.

Section 1 – Insuring Clauses
We agree to indemnify the Insured against all sums which the Insured becomes legally liable to pay as a result of a Claim first made against the Insured and notified to us during the Period of Cover for any civil liability incurred or alleged to have been incurred in the conduct of the Insured's Business.

We agree to pay the Costs and Expenses incurred by the Insured, with Our written consent, in defence or settlement of any Claim covered by this Policy.

Section 2 – Policy Extensions
The following extensions are included automatically in this Policy for nil additional premiums PROVIDED ALWAYS THAT each extension is subject to the terms and conditions, excess and Limit of Indemnity of this Policy. The inclusion of these extensions does not increase the Limit of Indemnity of the Policy.

2.1 Trade Practices Act
We agree to provide indemnity to the Insured for any Claim made under the Trade Practices Act 1974 (Cth), Fair Trading Act 1987 (NSW), Fair Trading Act 1985 (Vic) or similar legislation enacted by other states or territories of the Commonwealth of Australia or Dominion of New Zealand PROVIDED ALWAYS THAT such Claim arises in the conduct of the Business as stated in the Schedule.

2.2 Intellectual Property
We agree to provide indemnity to the Insured for any Claim for any actual or alleged infringement of copyrights, trademarks, registered designs or patents, plagiarism or breach of any confidentiality or breach of any other intellectual property right PROVIDED ALWAYS THAT such Claim arises in the conduct of the Business as stated in the Schedule.

2.3 Consultants and Sub-contractors
We agree to provide indemnity to the Insured for any Claim arising from any act, error or omission committed or alleged to have been committed by any consultant, sub-contractor or agent for whose acts, error or omissions the Insured is liable PROVIDED ALWAYS THAT no indemnity shall extend to any consultant, sub-contractor or agent.

2.4 Heirs, Estates and Representatives
We agree to provide indemnity to the estate, heirs, legal representatives or assigns of any Insured in the event of the death or incapacity of such Insured PROVIDED ALWAYS THAT such persons shall observe and be subject to all the terms and conditions of this Policy.

2.5 Libel and Slander
We agree to provide indemnity to the Insured for any Claim for libel or slander by reason of words written or spoken by the Insured in the conduct of the Business.

2.6 Fraud and Dishonesty
We agree to provide indemnity to the Insured for any Claim arising out of any dishonest, fraudulent, criminal or malicious acts or omissions of an Employee of the Insured PROVIDED ALWAYS THAT:

a) no indemnity shall be provided to any person committing or condoning any act or omission; and
b) the Insured shall take all reasonable steps requested by Us to recover the loss; and
c) the Insured shall permit Us to take such recovery action in the name of the Insured and the Insured shall assist and co-operate with Us and shall provide Us with such information (including signed statements) as We may reasonably require; and
d) this Extension shall not apply to any loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes.

2.7 Loss of Documents
We agree to provide indemnity to the Insured for any Claim arising from the loss of any Documents which have been destroyed, damaged, lost or mislaid and after diligent search cannot be found PROVIDED ALWAYS THAT:

a) such indemnity shall be limited to the costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring (whichever is the lesser) such Documents and any claim for such costs, charges and expenses shall be supported by bills and/or accounts which shall be subject to approval by some competent person to be nominated by Us with the approval of the Insured; and
b) such indemnity shall be limited to the loss of any Documents which were in the physical care, custody or control of the Insured or any other person to or with whom the Insured entrusted, lodged or deposited such Documents in the ordinary course of business; and
c) no indemnity shall be provided for any loss arising from the normal wear and tear and other gradually operating causes.

2.8 Fiduciary Duties
We agree to provide indemnity to the Insured for any Claim for a breach of fiduciary duty owed by the Insured to a client or customer of the Insured.

Section 3 – Optional Extensions
The following extension is not included in this Policy unless shown on the Schedule.

Section 3 - Optional Extensions

3.1 Reinstatement of Limit

We agree to increase the Limit of Indemnity under this Policy by an amount equal to the Limit of Indemnity PROVIDED ALWAYS THAT:

a) indemnity under this Policy shall not exceed the Limit of Indemnity as stated in the Schedule for any one Claim or series of Claims arising from the same acts, errors or omissions; and

b) in the aggregate, indemnity shall not exceed an amount equal to twice the Limit of Indemnity as stated in the Schedule; and

c) where there is additional insurance in place in excess of the Limit of Indemnity of this Policy, any indemnity under this Extension is limited to the sums which are not covered by the additional insurance.
This reinstatement does not apply to any claims arising out of bodily injury, pollution and toxic mould

3.2 Bodily Injury Sub-Limit

The limit of indemnity is $1,000,000 in respect of any Claim and $2,000,000 in the aggregate arising directly or indirectly out of or in connection with;
death, bodily injury, illness or disease, emotional distress, emotional anguish or any mental, physical injury to any person;n;

Section 4 – Definitions

4.1 Business
"Business" shall mean the business (or businesses) or profession (or professions) shown in the Schedule.

4.2 Claim
"Claim" shall mean:
any writ or summons or other legal form of legal or arbitral process served upon the Insured; or
any written or oral demand for compensation received by the Insured which might result in a claim against the Insured.

4.3 Costs and Expenses
"Costs and Expenses" shall mean the expenses incurred by or on behalf of the Insured or Us in the investigation or defence of a Claim and shall include legal costs and disbursements.

4.4 Documents
"Documents" shall mean deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronically stored data but shall not include money, bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

4.5 Employee
"Employee" shall mean any person employed under a contract of service or apprenticeship during or prior to the commencement of the Period of Cover.

4.6 Excess
"Excess" shall mean the amount of the Excess as stated in the Schedule.

4.7 Insured
"Insured" shall mean:

a) the firm, partnership, company or individual named in the Schedule;
b) any individual who is, has been, or may become during the Period of Cover a Principal, Partner or Director of the firm named in the Schedule but only in respect of Claims arising out of work performed for and/or on behalf of the firm, partnership or company named in the Schedule;
c) any predecessor in business of the firm named in the Schedule, but only to the extent of the liability attaching to the firm, partnership or company named in the Schedule.

4.8 Limit of Indemnity
"Limit of Indemnity" shall mean the limit of liability under this Policy as stated in the Schedule.

4.9 Period of Cover
"Period of Cover" shall mean the period stated in the Schedule.

4.10 Policy
"Policy" shall mean:

a) the Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions and other terms and conditions herein; and
b) any endorsement attaching to and forming part of this Policy either at inception or during the Period of Cover; and
c) the Proposal.

4.11 Proposal
"Proposal" shall mean the written Proposal form submitted to Us containing particulars and statements (together with any other written information which may have been supplied in conjunction therewith) bearing the date as stated in the Schedule.

4.12 Schedule
"Schedule" shall mean the schedule to this Policy.

4.13 Security
"Security" shall mean various Underwriters at Lloyd's, each of whom (including their executors and administrators) is only liable for their share of any Claim, loss, liability or expense payable under this Policy.

4.14 We, Us, Our
"Us", "We" and "Our" means ASR on behalf of Underwriters'

Section 5 – General Conditions

5.1 Policy Construction

a) The construction, interpretation and meaning of the terms and conditions of this Policy shall be construed in accordance with the laws of the state, territory or country in which the Policy is issued and as stated in the Schedule. Any and all disputes relating to the interpretation of this Policy will be subject to the jurisdiction of the courts of such state, territory or country

b) The paragraph titles in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

c) For the purposes of this Policy all references to the masculine include the feminine, the singular includes the plural and vice versa.

5.2 Alteration of Risk

a) The Insured shall as soon as reasonably practicable notify Us of any material alteration to the risk during the Period of Cover including but not limited to:

b) any merger with or acquisition of another business or the commencement of a branch office or joint venture;

c) the Insured going into voluntary bankruptcy, receivership or liquidation or the Insured failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;

d) any material change in the Insureds Business;

e) cancellation, suspension or termination of any statutory registration relevant to the Insureds Business.

5.3 Cancellation

a) The Insured may cancel this Policy at any time during the Period of Cover by giving written notice to Us. We will allow a pro-rata refund for the unexpired Period of Cover less any non-refundable duties or charges and any cancellation fees that may apply. We will not refund any premium if any Claim has been notified during the Period of Cover.

b) We may cancel this Policy in accordance with the provisions of the Insurance Contract Act 1984 or any other applicable laws by giving written notice to the Insured (at either the Insured's brokers address or the last address of the Insured given to Us). We will allow a pro-rata refund for the unexpired Period of Cover less any non-refundable duties or charges.

5.4 Limit of Indemnity

Our liability under this Policy shall not exceed for any one Claim or in the aggregate for all Claims, including all costs and expenses included under Insuring Clause 1.2, the Limit of Indemnity as stated in the Schedule.

For the purposes of any cover provided under Automatic Extension 2.7 – Loss of Documents Our liability shall not exceed $50,000 in the aggregate including all costs and expenses.

5.5 Excess

The Insured shall bear the amount of the Excess stated in the Schedule in respect of each and every Claim but each and every claimant in respect of asbestos bodily injury claims made against the Insured and We shall only be liable to indemnify the Insured in excess of that amount. Where a Claim involves more than one act, error or omission the Excess shall apply to each and every act, error or omission.
All expenses incurred by Us pursuant to the appointment or engagement of professional advisers considered necessary by Us to determine the liability of the Insured and to resolve the Claim shall be borne by the Insured except for any costs and expenses incurred by Us to determine whether We have a liability to indemnify the Insured under the Policy which shall be borne by Us.

5.6 Multiple Claims

Where one act, error or omission results in more than one Claim against the Insured all such claims shall jointly constitute one Claim under this Policy.

Where causally connected or interrelated acts, errors or omissions result in a Claim or Claims under this Policy, all such Claims shall be regarded as one Claim.

5.7 Territory and Jurisdiction

This Policy shall indemnify the Insured for any Claim first brought in a court of law anywhere in the world and arising from an act, error or omission committed anywhere in the world except for:

a) any Claim first brought within the United States of America or the Dominion of Canada or their territories or protectorates; or

b) any Claim arising from the enforcement of any judgement, order or award obtained within, or pursuant to the laws of the United States of American or the Dominion of Canada or their territories or protectorates; or

c) arising from any act, error or omission committed or alleged to have been committed within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates.

5.8 Interested Parties

This Policy only provides indemnity to those persons or entities noted as Insureds in the Schedule or otherwise included under the terms and conditions of this Policy. No interest in this Policy may be changed, modified, assigned or transferred to any other party without Our prior written consent.

5.9 Several Liability
The subscribing insurers' obligations under this Policy 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.

5.10 Service of Suit
Any summons, notice or process to be served upon the Security may be served upon:

Lloyd's General Representative in Australia
Suite Q, Level 12
55 Hunter Street
Sydney, NSW, 2000

who has authority to accept service and to enter an appearance on behalf of the Security, and who is directed at the request of the Insured to give a written undertaking to the Insured that they will enter an appearance on the behalf of the Security.

If a suit is instituted against any one underwriter of the Security, all underwriters making up the Security hereon will abide by the final decision of such Court or any competent Appellate Court.

5.11 Relinquishment
The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy the amount of the Limit of Liability remaining under this Policy or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid. Upon such payment being made, the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment.

However, if Underwriters exercise the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Policy then the Underwriters will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this Policy bears to the total amount which in the opinion of the Underwriters at the time of relinquishment will be necessary to dispose of the claim.

Section 6 – Claims Conditions

6.1 Claims Management

a) The Insured shall not disclose to any person without Our written consent the nature of or terms and conditions of this Policy.

b) The Insured shall not admit liability, or incur any Costs or Expenses, or make any admission, arrangement, offer, promise or payment without Our written consent, such consent not to be unreasonably withheld.

c) We shall at any time be entitled to take control of or conduct in the name of the Insured the defence or settlement of any Claim. If We believe the Claim will not exceed the Excess We may instruct the Insured to conduct the defence of the Claim. In such circumstance the Insured shall be required to provide Us with regular progress reports and We reserve the right to take control of the defence of such Claim at any time.

6.2 Claims Co-operation

a) The Insured shall as a condition precedent to their right to indemnity under this Policy give to Us such information and co-operation as We may reasonably require to enable Us to investigate and to defend any Claim under this Policy and/or to enable Us to determine any liability under this Policy including but not limited to the identification of any parties against whom the Insured may have rights.

b) The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability hereunder.

6.3 Notification of Claim

The Insured shall as a condition precedent to their right to indemnity under this Policy give to Us immediate notice in writing during the Period of Cover of any Claim whether that Claim be oral or in writing made against the Insured.

Notice of any Claim shall be given in writing to Us and delivered to:

Notwithstanding the Excess contained in this Policy all claims, complaints or threats of action must be notified to Us and handled and controlled by Us or no indemnity shall be afforded by this Policy in respect of any such claims, complaints or threats of action.

6.4 Right to Contest

In the event that We recommend the settlement of a Claim and the Insured does not agree that such Claim should be settled then the Insured may elect to contest or continue any legal proceedings therewith PROVIDED ALWAYS THAT Our liability in connection with such Claim shall not exceed the amount for which the Claim could have been settled plus the Costs and Expenses incurred with Our written consent to the date of such election, less the Excess and subject always to the Limit of Indemnity under this Policy.

6.5 Right to Subrogation

Where We have made any payment of a Claim under this Policy We shall become entitled to any and all rights the Insured may have against any third party. The Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights including but not limited to the execution of documents necessary to enable Us to effectively bring suit in the name of the Insured and/or the provision of information including signed statements and the giving of evidence at any trial.

Section 7 – Exclusions
This Policy shall not provide indemnity to the Insured for any Claim or Claims arising directly or indirectly from:

7.1 War and Terrorism
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.

Furthermore, this Policy shall not provide indemnity to the Insured for any Claim or Claims arising directly or indirectly from any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss.

For the purposes 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 loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

7.2 Nuclear
ionising radiations or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material from the combustion of nuclear fuel, or by the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7.3 Vehicles
the ownership, operation or use of any aircraft, vessel, automobile or any other vehicle or mechanically propelled mobile machinery.

7.4 Year 2000
the fact that the performance or functionality of any Computer Equipment has been or may be affected because that Computer does not meet Year 2000 Conformity.

For the purposes of this Exclusion the following definitions shall apply:

a) "Computer Equipment" includes but is not limited to any or any combination or part of data, computer hardware, operating system, application, software, and computer chip including microprocessor chip or embedded control logic, and irrespective of by whom it is owned or operated.
b) "Year 2000 Conformity" means the standard which requires that neither performance nor functionality is affected by dates prior to, during or after the year 2000 and, in particular but without limitation, that:

   i. no value for current date will cause any interruption in operation;
   ii. date based functionality must behave consistently for dates prior to, during and after year 2000;
   iii. in all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules;
   iv. year 2000 must be recognised as a leap year in terms of handling both 29 February and day 366;
   v. 9 September 1999 must be recognised as that date.
   vi. The above definition of "Year 2000 Conformity" is based on a definition contained in a document published by Standards Australia and Standards New Zealand under reference no SAA/SNZ MP77:1998 and shall be interpreted in accordance with that document.

7.5 Pollution
any act, error or omission which results in the discharge, dispersal, seepage, release or escape of any pollutant into or onto any land, soil, vegetation, crop, foodstuff, stockfeed, building, structure, watercourse, underground water supply, aquifer, body of water or into the atmosphere.

For the purposes of this endorsement Pollutants shall mean:
a) any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids alkalis, chemicals; or
b) any waste materials including materials recycled, reconditioned or reclaimed; or
c) any other air emission, odour, waste water, oil, oil products, infection or medical waste, asbestos, asbestos products or any noise emission.

OTHER THAN any Claim arising directly from a breach of professional duty

7.6 Prior or Pending Claims
Any Claim:

a) first made, threatened or intimated against or to the Insured prior to the Period of Cover; or
b) relating to any matter disclosed or notified to Us or any other insurer prior to the Period of Cover as being a Claim or a circumstance that may give rise to a Claim; or
c) relating to any litigation that was in progress or pending prior to the Period of Cover; or
d) relating to any fact or circumstance of which the Insured became aware prior to the Period of Cover and which the Insured knew or ought reasonably to have known may give rise to a Claim.

7.7 Intentional Acts
any act or omission of any Insured or their consultants, sub-contractors or agents committed or alleged to have been committed with a reckless disregard for the consequences thereof, or any wilful breach of any statute, contract or duty by any Insured or their consultants, sub-contractors or agents.

7.8 Associated Entities
any Claim brought by or on behalf of:

a) any person, firm or corporation within the definition of the Insured; or
b) any member of the family of an Insured; or
c) any person or entity which owns, operates, manages or controls an Insured entity; or
d) any entity which is owned by, operated by, managed by or controlled by any Insured party, or
e) any joint venture partner or entity established to control or manage such joint venture.

7.9 Employers' Obligations
any breach of any obligation owed by the Insured as an employer to an Employee including but not limited to:

a) any personal or bodily injury, mental injury, mental anguish, sickness, disease or death of any Employee; and
b) damage to or destruction of any property of an Employee; and
c) any allegation of sexual harassment, sexual discrimination or racial discrimination or any other matter relating to employment practices or any industrial award, determination or legislation.

7.10 Cyber
a) the use or misuse of the Internet or similar facility;
b) any electronic transmission of data or other information;
c) any computer virus or similar problem;
d) the use or misuse of any Internet address, Website or similar facility;
e) the functioning or malfunctioning of the Internet or similar facility, or of any Internet address, Website or similar facility;
f) any data or information posted on a Website or similar information.

7.11 Computer Records
the loss or damage to or destruction of any computer records including but not limited to computer printouts or computer memory whether programmes, databases, software or otherwise and however recorded including the failure and/or non-performance of computer software or hardware.

7.12 Contractual Liabilities
any liability relating to a duty or obligation assumed by the Insured by way of warranty, guarantee, contract, indemnity or hold harmless agreement unless such liability would have attached to the Insured notwithstanding such assumed duty or obligation.

7.13 Directors and Officers Liability
any activities as a trustee, director, secretary or officer of any trust or body corporate unless that liability would have arisen if the Insured had not held that position as a trustee, director, secretary of officer.

7.14 Occupiers Liability
the ownership, use, occupation or leasing of property (real or otherwise) by, to or on behalf of the Insured.

7.15 Fines and Penalties
any claim for punitive, aggravated, multiple or exemplary or other non-compensatory damages; taxes, duties, or fines or penalties imposed by law, including but not limited to civil penalties.

7.16 Professional Fees
any matter relating to your entitlement or otherwise to fees or charges for work performed.

7.17 Insolvency
the insolvency, bankruptcy or liquidation of the Insured.

7.18 Retroactive Date
any act, error or omission committed or alleged to have been committed prior to the retroactive date stated in the Schedule.

7.19 Joint Ventures
any activities in which the Insured is engaged as a joint venturer or partner unless such Claim arises directly from an act, error or omission of the Insured PROVIDED ALWAYS THAT any indemnity is limited to the Insured's proportion of liability as determined by final adjudication or ruling.

7.20 Previous Business
any act, error or omission by an Insured prior to them joining the Insured as stated in the Schedule.

7.21 Other Insurances
any liability for which the Insured is or would be insured under any policy of insurance required to be effected by or under any law.

7.22 Sale and Supply of Goods
the sale, storage, supply or distribution of any good, or any actual or alleged provision of advice associated with the sale, storage, supply or distribution of any good except where a Claim arises directly from the cost incurred in correcting an act, error or omission in design or specification by the Insured, but shall not include any cost associated with the disposal, repair, recall, manufacture or replacement of any good or goods.

7.23 Toxic Mould
any Claim involving in any way the actual or potential presence of mould, mildew or fungi of any kind whatsoever, whether or not directly or indirectly caused by or resulting from the conduct of the Insured's Business.
OTHER THAN any Claim arising directly from a breach of professional duty

7.24 Bodily Injury
bodily injury, sickness, disease or death of any person including but not limited to mental injury, mental anguish, nervous shock or emotional distress whether or not associated with bodily injury; or OTHER THAN any Claim arising directly from a breach of professional duty.

7.25 Trading Debts
Any Liability to pay trading debts.

7.26 Sexual Molestation
The actual, attempted, or alleged sexual misconduct, or molestation of any person