



ASR
underwriting
AGENCIES

Policy Wording

Tourism Combined Liability

Fines and Penalties and Supplementary Legal Expenses

ASR Underwriting Agencies ABN 84 113 542 233 AFSL 2915

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Important Information

Insurer

The Policy is underwritten by Certain Underwriters at Lloyds of London who are referred to throughout this document as "We, Our or Us".

This is the Policy wording. It tells you:

- what the Policy covers,
- what the Policy does not cover,
- how to make a claim,
- Excesses, and
- other conditions.

Details of the insurance which are particular to you are shown on the Certificate which we send to you with the Policy wording. The date when your insurance cover ends is particularly important.

Please read this Policy carefully and retain it in a safe place.

How Goods and Services Tax affects any payments we make. The amount of premium payable by you for this policy includes an amount on account of the GST on the premium. When we pay a claim, your GST status will determine the amount we pay.

When you are:

- a. not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST.
- b. registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/ limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Your Duty of Disclosure

The law requires you to tell us everything you know (or could reasonably be expected to know in the circumstances) which is relevant to our decision to insure you and the terms on which we insure you.

This duty applies before you enter into a contract with us, that is, before we accept your application and also before each time you alter or renew the policy.

Each person named as the Insured has the same duty.

Penalty for Non-disclosure

If you do not tell us everything that is relevant, we may:

- reduce or refuse to pay a claim,
- cancel your Policy, or
- invalidate the policy from its beginning and not be bound by it if you have acted fraudulently.

You don't need to tell us anything which .

- reduces the risk,

- is common knowledge,
- we already know, or ought to know in the ordinary course of our business, or
- we indicate we do not want to know.

If you are not sure that something is relevant, it is best to disclose it anyway. Also, be sure to notify us of any changes which affect your Policy.

Evidence of value

Please retain receipts of purchase or proof of the value of all property insured by this Policy so that you can prove the amount of any loss if you have to claim under this Policy.

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

If your Policy is for an event that will start and finish within the 21 day cooling-off period, you can only exercise your right before the event starts or the expiry of the cooling-off period, whichever is the earlier. For example, for travel insurance, the commencement of the journey is the event.

Preventing our right of recovery if you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy we will not cover you under this Policy for that loss, damage or liability.

Third Party Interests

You must inform us of the interests of all third parties (eg. financiers, lessors) to be covered by this insurance. We will protect their interests only if you have informed us of them and we have noted them on the Certificate.

Our Agreement

We agree to provide you with the insurance cover set out in each of the Policy sections which you select and which are listed in the Schedule. You have paid or agree to pay us the premium set out in the current Schedule. The insurance cover is in force for the period of insurance set out in the Schedule. We will cover you for loss, damage and liability occurring during that period of insurance, subject to the terms, conditions, limitations and exclusions of the policy.

We will not pay any more than the sum insured or limit of liability for each section which is shown in the Schedule. We will not pay the excesses shown in the Schedule. If any loss or damage leads to a claim under more than one Section of this Policy, you must pay the highest applicable excess, but you need to pay only one excess.

General definitions applying to all sections of this Policy

Wherever the words listed below are used in the Policy wording, they mean what is set out below:

Word Or Term Meaning Applying To This Policy

Australia the Commonwealth of Australia, its dependencies and Territories.

Business the trade or occupation described in the Schedule applicable to each section of the policy is carried on at and from the location (and no other for the purpose of this insurance).

Business hours your office and working hours (including overtime) during which you or your employees are on the location for the purpose of your business.

Excess the amount specified in the Schedule which is applicable for each section of the policy, payable by you on each and every claim arising out of one event or occurrence under that Policy section.

Should more than one excess be payable under this Policy for any claim or series of claims arising from the one event, such excesses shall not be aggregated and the highest single level of excess only shall apply.

Period of insurance the duration of this Policy for the period specified in the Schedule applicable to each section of the policy, or any renewal period for which the appropriate premiums are paid in each case.

Policy this Policy together with any Schedule and endorsement.

Policy Schedule the current Schedule of Insurance which has been numbered and issued by or on behalf of us.

We, Us or Our - Certain Underwriters at Lloyds of London

You or Your - the Insured named in the Schedule and any subsidiary and related bodies corporate (as defined in the Corporations Act 2001) now existing or hereafter constituted.

General Insurance Code of Practice

We subscribe to the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The Code aims to:

- Constantly improve claims handling in an efficient, honest and fair manner;
- Build and maintain community faith and trust in the financial integrity of the insurance industry; and
- Provide helpful community information and education about general insurance.

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

Privacy Policy Statement

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

INFORMATION WE COLLECT

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

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

INFORMATION WE DISCLOSE

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

CONFIDENTIALITY AND SECURITY

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

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

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

CONTACTING US

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

IF FOS HAS NO JURISDICTION OR IF YOU ARE UNHAPPY WITH ITS DETERMINATION THEN THE FOLLOWING LLOYDS ALTERNATIVE DISPUTE RESOLUTION PROCEDURE IS AVAILABLE In the event that a dispute arises between We and You out of or otherwise in relation to this agreement, then:

- a. Any party to the dispute shall, without prejudice to any other right or entitlement they may have, give written notice to the other party (the "Dispute Notice") requiring them within 7 days of this notice to negotiate (whether in a face to face meeting or by teleconference) in good faith as to how the dispute can be resolved;
- b. If a dispute is not resolved within 10 days of the Dispute Notice, either party can request the other party within a further 10 days to agree on either:
 - b.1. a process for resolving the dispute through means other than litigation or arbitration, such as further negotiation, mediation, or any other alternative dispute resolution technique. The rules governing any such technique shall be agreed as between the parties and where no such agreement as to the process and or guidelines is reached within 10 days, then it shall be by mediation by a mediator selected by the Chairperson for the time being of Lawyers Engaged in Alternative Dispute Resolution (LEADR) (or other appropriate professional body as agreed by the parties); or
 - b.2. referral of the matters in dispute to an independent expert for an expert determination. The parties agree that they will not be bound by the determination of the expert. The expert:
 - b.2.1. will be a person agreed between the parties within 10 days of the dispute being referred to expert determination or failing this, the expert will be a person appointed by the Australian Insurance Law Institute (or other appropriate professional body as agreed by the parties);
 - b.2.2. will act as an expert and not as an arbitrator;
 - b.2.3. will proceed in such a manner as he or she thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
 - b.2.4. will take into consideration all documents, information and other written and oral material that the parties place before him or her including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute; and
 - b.2.5. will act with expedition to provide the parties with a determination in writing within 35 days of the referral to him or her of the matters in dispute.

Both parties must use their best endeavours to achieve resolution by the selected process and further agree that neither party will initiate litigation (as set out in clause (c) below) without first pursuing such informal resolution techniques in good faith;

In the event that the dispute is not resolved by such informal process within 35 days of the Dispute Notice (or such other period as agreed in writing between the parties) the dispute shall be referred to litigation.

- c. Following either a mediation or an expert determination pursuant to clause (b) of this provision, either party may then initiate proceedings in any competent Court in the Commonwealth of Australia in relation to the matters in dispute.

Such proceedings may only be commenced on 14 days written notice to the other party and shall be determined in accordance with the law and practice applicable in such Court.

Any summons, notice or process to be served upon Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
Australia

who has authority to accept service and to appear on Underwriters' behalf.

If proceedings are instituted against any one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

- d. Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the Policy while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this agreement.
- e. Each party must use its reasonable endeavours to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is a minimal effect on the ability of either party to perform its obligations under the Policy.
- f. Notwithstanding anything in this schedule, either party may at any time commence Court proceedings in relation to any dispute or claim arising under, or in connection with the Policy where the party seeks urgent interlocutory relief.

Conditions

1. OBSERVANCE OF TERMS

You must observe and comply with the terms and conditions of this Policy. Any term or condition of this Policy insofar as it relates to anything to be done or complied with by You shall be a condition precedent to the Our liability to make any payment under this Policy.

We shall only be liable to bear GST to the extent that GST is irrecoverable by You. For the avoidance of doubt, any element of GST which We are obliged to pay shall be encompassed within the Limit of Indemnity.

2. CLAIMS CONDITIONS

- 2.1. You must notify Us in writing as soon as possible of any Occurrence which may give rise to a claim under this Policy.
- 2.2. You shall not admit liability for or negotiate the settlement of any claim, or incur any Defence Costs, without Our written consent. You shall do nothing which may prejudice Our rights including but not limited to preserving all possible defences, and rights of contribution or indemnity, in respect of a claim.
- 2.3. You must, at your own expense, provide Us with all assistance and co-operation reasonably required by Us to enable Us to determine Your entitlement to indemnity under the Policy, and in the investigation, settlement and/or defence of any claim.
- 2.4. We reserve the right, but do not have an obligation, to take control of and conduct in the Insured's name the investigation, settlement or defence of any claim. We shall be entitled to prosecute for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any such claim and the Insured shall give all such information and assistance as We may require.
- 2.5. A claim against You will only be defended if in Our opinion there is a reasonable prospect of success and after taking account of the commercial considerations and economics of defending such claim.

3. GENERAL CONDITIONS APPLICABLE TO ALL POLICIES

3.1. PRECAUTIONS BY YOU

You at your own expense shall:

- 3.1.1. take all reasonable precautions to prevent Personal Injury or Property Damage and cease any activity which may give rise to liability under this Policy;
- 3.1.2. exercise care in the selection and supervision of employees;
- 3.1.3. as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances require;
- 3.1.4. comply with all statutory requirements and other safety regulations imposed by any authority.

3.2. ALTERATION

You shall give notice to Us as soon as possible of any alteration which materially affects the risk.

3.3. CANCELLATION

We may cancel this Policy in accordance with the Insurance Contracts Act 1984 (Cth).

3.4. DISCHARGE OF LIABILITY

We may at any time pay to You in connection with any claim under this Policy to which an Indemnity Limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claim can be settled and upon such payment being made by Us shall relinquish the conduct and control of and be under no further liability in connection with such claim.

3.5. PROPORTIONMENT OF DEFENCE COSTS

Except where the Indemnity Limit is inclusive of Defence Costs if a payment exceeding the Indemnity Limit has to be made to dispose of a claim Our liability to pay all Defence Costs in connection therewith shall be limited to such proportion of the said Defence Costs as the Indemnity Limit bears to the amount required to be paid to dispose of such claim.

3.6. ADJUSTMENT OF PREMIUM

If the premium has been calculated on estimates given by You the Insured shall keep an accurate record containing all relevant particulars which shall be available to Us for inspection.

Within one month of the expiry of each Period of Insurance You shall supply to Us an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium specified in the Schedule to this Policy.

Should You fail to supply such a statement within one month of the expiry of the Period of Insurance We shall be entitled if they so wish to charge an additional premium in respect of that Period of Insurance.

3.7. OTHER INSURANCES

3.7.1. To the extent permitted by the Insurance Contracts Act 1984, this Policy will only cover a claim, liability and Defence Costs to the extent that such amount is in excess of any indemnity or cover available to You in respect of that claim, liability or Defence Costs under any other policy entered into by You.

3.7.2. To the extent permitted by the Insurance Contracts Act 1984, this Policy will only cover a claim, liability and Defence Costs to the extent that such amount is in excess of any indemnity or cover available to You in respect of that a claim, liability and Defence Costs under any other policy effected on behalf of You or under which the You are a beneficiary.

3.7.3. Neither clause 3.7.1 nor 3.7.2 applies to such other insurance that is written only as specific excess insurance over the Indemnity Limit provided in this Policy.

3.8. GOVERNING LAW AND JURISDICTION

3.8.1. any dispute concerning the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein is understood and agreed by both You and Us to be governed by Australian law.

3.8.2. Any phrase or word in this Policy will be interpreted in accordance with the law of Australia. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

3.9. SUBROGATION

We shall be subrogated to Your rights of recovery in relation to any claim paid or payable under this Policy. You shall co-operate fully with Us in connection with any action which may be necessary to enforce any rights, remedies, relief or indemnity from other parties arising from Our rights of subrogation.

3.10. ASSIGNMENT

3.10.1. You shall not be entitled to assign the benefit of this Policy without Our prior written consent.

3.10.2. This Policy shall be for the exclusive benefit of You and in no event shall anyone other than the You have any right of action under this Policy.

NOTICE RELATING TO TERRORISM

AUSTRALIA TERRORISM INSURANCE ACT 2003 NOTICE

We 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".

Policy One - Public & Products Liability Insurance

1. OPERATIVE CLAUSE

We will indemnify You against Your liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of any country but not in respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part).

This indemnity applies only to such liability as defined by each insured Section of this Policy arising out of the conduct of the Business stated in the Schedule, subject always to the terms, Conditions and Exclusions of such Section and of the Policy as a whole.

For the purpose of determining the indemnity granted in Policy One the words in clauses 4.1 to 4.7 have the following definitions.

1.1. "Personal Injury" means

- 1.1.1. death, bodily injury, illness, disease, disability, shock, fright, mental anguish or mental injury
- 1.1.2. false arrest, false imprisonment, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, wrongful detention and humiliation
- 1.1.3. assault and battery not committed by or at the direction of You unless committed for the purpose of preventing or eliminating danger to persons or property

1.2. "Property Damage" means

- 1.2.1. loss of, physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom. All such loss of use shall be deemed to happen at the time of the physical damage that caused it
- 1.2.2. loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage or destruction of other tangible property which first happened during the Period of Insurance. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it

1.3. "Pollution" means pollution or contamination of the atmosphere or of any water, land or other tangible property;

1.4. "Product" means any property after it has left the custody or control of You which is or is deemed to have been designed, specified, formulated, manufactured, grown, extracted, produced, processed, treated, assembled, erected, constructed, installed, altered, serviced, repaired, sold, supplied or distributed by or on behalf of You (including any packaging or container thereof other than a Vehicle), but shall not include food or drink supplied by or on behalf of You primarily to the Your employees as a staff benefit.

1.5. "Vehicle" means any type of machine designed to travel on wheels or on self-laid track (including any trailer or other attachment drawn by any such machine) made or intended to be propelled other than by manual or animal power.

1.6. "Terrorism" means an act, including but not limited to the use of force or violence and/or 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 governments(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.

1.7. "Occurrence" means an event, including continuous or repeated exposures to substantially the same general conditions, which result in Personal Injury and/or Property Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence

2. CROSS LIABILITIES

Each person or party specified as You in the Schedule is separately indemnified in respect of claims made against any of them by any other, subject to our total liability not exceeding the stated Indemnity Limits.

3. INDEMNITY LIMITS

Our liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Policy in respect of any one Occurrence or series of Occurrences arising from one originating cause, but under Section B and Section C of Policy One the Indemnity Limits represent Our total liability in respect of all Occurrences during the Period of Insurance.

Defence Costs will be payable in addition to the Indemnity Limits unless this Policy is endorsed to the contrary.

Should liability arising from the same originating cause form the subject of indemnity by more than one Policy each Policy shall be subject to its own Indemnity Limit, provided always that the total amount of Our liability shall not exceed the greatest Indemnity Limit available under any one of Policies providing indemnity.

SECTION A – Public Liability

4. SECTION A – INDEMNITY

You are indemnified by this Section A in accordance with the Operative Clause for liability to pay damages for and/or arising out of Personal Injury and/or Property Damage occurring during the Period of Insurance within the Territorial Limits detailed in the Schedule to the Policy but not against liability arising out of

- 4.1. Pollution;
- 4.2. or in connection with any Product.

5. SECTION A – EXCLUSIONS

This section does not cover liability

- 5.1. arising out of the ownership, possession or use of any Vehicle which is registered or which is required under any legislation to be registered or in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected), other than liability
 - 5.1.1. where such compulsory liability insurance or statutory indemnity does not provide indemnity and the reason for not providing indemnity does not involve a breach of legislation relating to a Vehicle
 - 5.1.2. for Property Damage caused by or arising from the operation or use of any tool or plant forming part of or attached to or used in connection with any Vehicle, or
 - 5.1.3. for Property Damage arising out of the loading or unloading of goods to or from any Vehicle, or
 - 5.1.4. for Property Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any Vehicle or load thereon, or
 - 5.1.5. for Property Damage arising out of any Vehicle temporarily in the Insured's custody or control for the purpose of parking, or
 - 5.1.6. for Property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading or unloading, whilst being operated or used within the confines of the Insured's premises
- 5.2. arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);
- 5.3. for Property Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than
 - 5.3.1. premises (or the contents thereof) temporarily occupied by the Insured for work therein (but no indemnity is granted for Property Damage to that part of the property on which the Insured is working and which arises out of such work);
 - 5.3.2. clothing and personal effects belonging to employees and visitors of the Insured;
 - 5.3.3. premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.

6. EXTENSION TO SECTION A – ERRORS AND OMISSIONS COVERAGE

Subject to the terms, conditions and exclusions of Section A of Policy One, if We agree to provide Errors or Omissions Coverage and this is shown on the Policy Schedule, We will indemnify You for your liability to pay damages up to the amount of \$250,000 for all claims arising during the period of insurance in respect of personal injury or property damage solely and directly attributable to any negligent act, error or omission committed or alleged to have been committed by or behalf of you in your business operations during the period of insurance.

SECTION B – Pollution Liability

7. SECTION B – INDEMNITY

You are indemnified by this Section B in accordance with the Operative Clause for liability to pay damages for and/or arising out of Personal Injury and/or Property Damage occurring during the Period of Insurance and arising out of Pollution within the Territorial Limits detailed in the Schedule to the Policy, but only to the extent that the Insured can demonstrate that such Pollution

7.1. was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance;

7.2. was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution.

8. SECTION B – EXCLUSIONS

This Section is subject to the Exclusions of Sections A and C and also does not cover liability for and/or arising out of

8.1. Property Damage to premises presently or at any time previously owned leased or tenanted by You;

8.2. Property Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or tenanted by You.

SECTION C – Products Liability

9. SECTION C – INDEMNITY

You are indemnified by this Section C in accordance with the Operative Clause for and/or arising out of Personal Injury and/or Property Damage occurring during the Period of Insurance within the Territorial Limits detailed in the Schedule to the Policy but only against liability arising out of or in connection with any Product and not against liability arising out of Pollution.

10. SECTION C – EXCLUSIONS

This Section does not cover liability:

- 10.1. arising out of Property Damage to any Product or part thereof;
- 10.2. for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement;
- 10.3. arising out of the recall of any Product or part thereof;
- 10.4. arising out of any Product or part thereof which with Your knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft.

General Exclusions Applicable to All Sections of Policy One

11. This Policy does not cover liability:
- 11.1. in respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or in respect of any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part)
 - 11.2. in respect of any Occurrence which You are , or would be but for the existence of this Policy, entitled to indemnity under any other policy of insurance;
 - 11.3. arising out of the deliberate, conscious or intentional disregard by Your technical or administrative management of the need to take all reasonable steps to prevent Personal Injury or Property Damage;
 - 11.4. for and/or arising out of Personal Injury imposed
 - 11.4.1. by any workers compensation law
 - 11.4.2. by the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement
 - 11.4.3. for or in respect of any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by You provided that if You are
 - 11.4.3.a. required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
 - 11.4.3.b. not required to so insure or otherwise fund such liability by reason only that the Personal Injury is to a person who is not a worker or employee for the purposes of the relevant workers' compensation law or the Personal Injury is not an injury which is subject to such law
- then this Policy will respond to the extent that the Insured's liability would not be covered under any such fund, scheme, policy of insurance or self-insurance arrangement had the Insured complied with its obligations pursuant to such law;
- 11.5. in relation to any fines, penalties, aggravated, punitive or exemplary damages or other non-compensatory damages, including but not limited to multiplications of compensatory awards or damages
 - 11.6. based on or arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;
 - 11.7. arising out of or as a consequence of advice given by You.
 - 11.8. for pure financial loss not consequent upon Personal Injury and/or Property Damage
 - 11.9. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - 11.10. directly or indirectly caused by or contributed to by or arising from
 - 11.10.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 11.10.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - 11.11. for the amount of the Excess stated in the Schedule which You must bear in respect of each Occurrence inclusive of Defence Costs
 - (if any product from one prepared or acquired batch causes Property Damage to property of or Personal Injury to more than one person, the Property Damage to property of all persons and all Personal Injury resulting from that batch shall be considered as arising out of one Occurrence
 - 11.12. directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part or arising from the existence of or exposure to asbestos and /or any asbestos containing materials
 - 11.13. for loss of use of tangible property which has not been physically damaged or destroyed resulting from
 - 11.13.1. a delay in or lack of performance by or on behalf of You in respect of any contract or agreement, or
 - 11.13.2. the failure of the Your Product to meet the level of performance, quality, fitness or durability warranted or represented by You, but this exclusion does not apply to loss of use of other tangible property resulting from physical damage to or destruction of tYour Product after such Product has been put to use by any person or organisation other than You.
 - 11.14. for Personal Injury and/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.

This General Exclusion also excludes Personal Injury and/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 We allege that by reason of this General Exclusion any Personal Injury and/or Property Damage is not covered by this Policy the burden of proving to the contrary shall be upon You.

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

11.15. directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part or arising from the existence of or exposure to mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s), or biocontaminant(s) or any by-product therefrom

11.16. directly or indirectly arising out of sexual assault , sexual harassment, sexual molestation, rape or the consequences thereof

11.17. for loss, injury, damage or expense arising directly or indirectly out of the following activities;

- 11.17.1. Bungee Jumping;
- 11.17.2. Canyoneering and Caving;
- 11.17.3. Hang Gliding;
- 11.17.4. Heli-Hiking/Heli-Skiing/Heli Biking;
- 11.17.5. Horse riding and other ~~related equine~~ animal riding activities;
- 11.17.6. Hot air balloon rides;
- 11.17.7. Hunting;
- 11.17.8. Ice Climbing and Ice Fishing;
- 11.17.9. The use of Motorcycles and All Terrain Vehicles;
- 11.17.10. Mountain Biking;
- 11.17.11. Using your vehicle in a foreign country;
- 11.17.12. Parasailing;
- 11.17.13. Professional Sports;
- 11.17.14. Rock/Rope climbing;
- 11.17.15. Rappelling, Zip Line;
- 11.17.16. Scuba Diving;
- 11.17.17. Skiing and Snowboarding;
- 11.17.18. Buck and Hen Parties;
- 11.17.19. White Water Activities (Involving Class 3-5 Rapids ~~Water~~);
- 11.17.20. Working Holiday Stations, Farms and Lodges;
- 11.17.21. Any type of Racing;
- 11.17.22. Polo Playing;
- 11.17.23. Hang Gliding;
- 11.17.24. Trekking;
- 11.17.25. Helicopter Activities;
- 11.17.26. Water Skiing;
- 11.17.27. Snow Mobiles;
- 11.17.28. Rodeos;
- 11.17.29. Base Jumping;
- 11.17.30. Any form of Contact Sports;
- 11.17.31. Mountaineering;
- 11.17.32. Surfing;

11.17.33. Parachuting and Paragliding;

11.17.34. Cage Diving;

11.17.35. Mechanical Amusement rides; and

11.17.36. Motor Sports including but not limited to Motorcycles, Go-Karts, Quad Bikes and Speed Boats.

13.18 for personal injury to your contractor or subcontractor.

Conditions Applicable To Policy One

1. Boat Hire Conditions

In connection with the hiring out of boats, canoes, kayaks or the undertaking of any other water based activity where the wearing of life jackets is mandatory in accordance with any statutory obligations, by-laws or regulations, this policy shall only provide indemnity if:

- (a) Lifesaving equipment and means of summoning emergency assistance are available at all times.
- (b) All boats, canoes, kayaks are inspected daily and any boats which are or become defective are removed from use until such defects are remedied.
- (c) Life jackets which comply with current Australian standards are available for use by hirers at no extra charge and all hirers are required to wear such jackets.
- (d) A motorised rescue boat in good working order will be available for at all times and in this connection coverage extends to indemnify the insured in respect of use of such rescue or safety boat provided that such boat is only used by the insured or their employees.
- (e) Any equipment required by law to be stored on the motorised boat or watercraft is in good operating condition.
- (f) the motorised boat or watercraft is less than 5 metres in length.

2. Communications Equipment Endorsement

It is a condition of cover that charged and fully operating communication equipment is carried by the tour operator or tour guide on the tour at all times.

3. First Aid Equipment

It is a condition of cover that a fully stocked first aid kit, along with a camera, is carried by any insured, tour guide or held on site at any insured tourist site at all times.

4. Cycling

In connection with the hiring out of a bike or cycling tours, it is a condition of cover that all participants wear bike helmets and it is the responsibility of the insured to ensure that such helmets are worn.

5. Hire Equipment – Minimum Age Requirement Of 18 Years

It is a condition of cover that all hirers of the insured's equipment are 18 years or over. It is the responsibility of the insured to ensure this is the case.

6. Hire Equipment – Maintenance And Service Of Equipment Clause

It is a condition of cover that equipment is maintained in a safe working condition, serviced in accordance with manufacturer's recommendations, is checked for wear and tear and where needed, remedial works are carried out prior to release on hire.

7. Animal Tourist Site

This policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly from or caused by or in connection with:

- (a) Any contact with animals including but not limited to the feeding of any "free roaming" animals by members of the public;
- (b) any animal enclosures which do not comply with any relevant statutory obligations, by-laws or regulations.

Policy Two - Fines and Penalties Cover

1. Coverage

We will indemnify you for any loss arising from any claim first received by you and notified to us, during the period of insurance, up to, but not exceeding, the limit of liability within policy, is caused by an Occurrence in connection with the Business.

2. Definitions – in addition to the Definitions in the policy, the following words have special meaning within this Policy

2.1 Act

Act means:

- a) any Act of the Parliament of the Commonwealth of Australia and any Act of the Parliaments of the States or Territories of the Commonwealth of Australia, including any subordinate or delegated legislation made under those Acts, and
- b) any amendment, consolidation or re-enactment of any of the above Acts or legislation.

2.2 Appointed representative

Appointed representative means the solicitors, barristers, assessors, consultants or investigators appointed in accordance with this Policy in respect of a claim.

2.3 Claim

Claim means any originating legal process served on you pursuant to which you may be liable to a penalty.

2.4 Consumer Protection Act

Consumer Protection Act means any consumer protection Act, including but not limited to any Fair Trading Acts, Part V of Trade Practices Act, and Competition and Consumer Act/s and any similar law of any state or territory and any amendment, consolidation or re-enactment of any of those Acts.

2.5 Defence costs

Defence costs mean any reasonable legal costs and associated expenses incurred with the written consent of Us in connection with the investigation, defence (including appeal or resisting appeal) and settlement of any **claim** but shall not include wages, salaries or other remuneration of you.

Provided that where proceedings are commenced to impose a penalty and those proceedings are also in respect of other matters, then We will not be liable for that proportion of the legal costs and associated expenses that may be reasonably attributed to the proceedings in relation to those other matters.

2.6 Excess

Excess means the amount you are liable to pay in respect of each claim and in respect of this Policy Two that amount is AUD 2,500.

2.7 Loss

Loss means any penalty and defence costs.

2.8 Officer

Officer means any past, present or future director, executive officer (as defined by the Corporations Law) or company secretary of the insured.

2.9 Outside directorship

Outside directorship means an executive position held by an officer or senior officer of the insured in any corporation, joint venture, partnership, trust or other enterprise which is not included in the definition of the insured.

2.10 Penalty

Penalty means any monetary sum payable by the insured to any regulatory authority pursuant to any act for a wrongful breach by the insured but excluding:

- a) any amounts payable as compensation;
- b) any compliance, remedial, reparation or restitution costs;
- c) any consequential economic loss;
- d) any damages, including any exemplary or punitive damages;
- e) any legal costs and associated expenses.

Notwithstanding penalty e) We will pay any reasonable legal costs and associated expenses payable by You to any regulatory authority upon the imposition of a penalty covered by this Policy. Provided that where the proceedings that lead to the imposition of the penalty

also include proceedings in respect of any of the matters set out in penalty a) to e), We will not be liable for that proportion of the legal costs and associated expenses that may be reasonably attributed to the proceedings in respect of those matters set out in penalty a) to e).

2.11 Reasonable grounds for defence

Reasonable grounds for defence means:

- a) You have reasonable prospects of success in avoiding or reducing any penalty alleged in the claim; or
- b) You have reasonable prospects of success in reducing the quantum of any penalty alleged in the claim,

and that having regard to the likely legal costs incurred in defending the claim it is reasonable for the claim to be defended. Provided that in either scenario a) or b) above, the claim is not capable of being avoided or mitigated by a settlement into which a reasonable person in the position of You, properly advised would enter.

2.12 Regulatory authority

Regulatory authority means a person or entity appointed, constituted or acting under a delegation pursuant to any Act for the purposes of enforcement of such Act or another Act, including a person or entity authorised to collect monies payable to the Consolidated Revenue Fund, Consolidated Fund or any other such fund.

2.13 Retroactive date

Retroactive date means the policy inception date as specified on the schedule.

2.14 Senior officer

Senior officer means any director, chief executive officer, or company secretary of You.

2.15 You/Your

You/Your means each of the following, to the extent set forth below;

- (a) the named insured in the Schedule;
- (b) all subsidiary companies (present and future) of the named Insured 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 Insured or of a company designated in (b) but only whilst acting within the scope of their duties in such capacity;
- (d) 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.

2.16 Wrongful breach

Wrongful breach means any act, error or omission which occurs:

- a) in connection with the business;
- b) within the territorial limits; and
- c) after the retroactive date,
whereby:
 - i) You contravene an Act or are involved in the contravention of an Act; or
 - ii) You commit an offence pursuant to an Act; or
 - iii) such conduct is prohibited under an Act or is the subject of the imposition of a penalty under an Act.

3 Limit of liability

The maximum We will pay in respect of any loss under this Policy during the period of insurance shall not exceed AUD \$100,000. You shall be personally liable for any amounts in excess of AUD \$100,000.

For the purposes of Policy, all losses arising out of any one wrongful breach or interrelated wrongful breaches are deemed to be one loss. The continuation of indemnity to you from one period of insurance to another shall not increase the limit of liability.

The limit of liability under this Policy is inclusive of defence costs.