



**ENTERTAINMENT INDUSTRY PUBLIC & PRODUCTS LIABILITY  
POLICY WORDING**



Policy Wording exclusively designed for Aon Risk Services Australia Limited  
Underwritten by SLE Worldwide Australia Pty Ltd

# **BROADFORM PUBLIC/PRODUCTS LIABILITY POLICY**

## **- General Broadform**

In consideration of the payment of the premium stated in the Schedule and subject to the terms, conditions, provisions, exclusions, and limits of liability incorporated in this policy, the INSURERS NAMED IN THE SCHEDULE (herein called the "Insurers") agree to indemnify the Insured for all amounts which the Insured becomes legally liable to pay as compensation for personal injury, property damage, and/or advertising liability, happening during the period of insurance caused by an occurrence in connection with the Insured's premises or business.

The Insurers' obligations in respect of the policy are several and not joint and are limited solely to the extent of their individual proportions. The insurers are not responsible for the proportion of any co-insuring insurer who for any reason does not satisfy all or part of its obligations.

### **SUPPLEMENTARY PAYMENTS**

With respect to the indemnity afforded by this policy the Insurers will:

- (a) defend in the name of and on behalf of the Insured any actions against the Insured alleging such personal injury and/or property damage and/or advertising liability and seeking damage on account thereof, even if such suit is groundless, false or fraudulent; and the Insurers may make such investigation, negotiation and settlement of any claim or suit as it deems expedient; but the Insurers are not obligated to pay any claim or judgment or to defend any suit after the applicable limit of liability has been exhausted by payment of judgments or settlements;
- (b) pay all expenses incurred by the Insurers, all costs taxed against the Insured in any such suit and all interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the limit of liability thereon;
- (c) indemnify the Insured for all legal costs and charges and such other reasonable expenses incurred with the Insurer's written consent including actual costs of salaries or wages for attendance of the Insured at hearings, trials or coronial inquiries whether civil, criminal or appellate, and such costs, charges and expenses shall be payable in addition to the limit of liability;
- (d) indemnify the Insured in respect of personal injury, property damage and advertising liability caused by occurrence arising out of the Insured's interests in partnerships and/or joint venture operations including new ventures and acquisitions during the period of insurance. However, in the event of the Insured being entitled to indemnity under any other policy of insurance, the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy. However, this policy will indemnify the Insured for all amounts in respect of liabilities for which indemnification is provided under this policy but not provided under more specific insurance;

- (e) all expenses incurred by the Insured for first aid rendered for Injury to others at the time of an Occurrence, except any medical expenses which the Insurer is prohibited by law from paying;
- (f) all expenses incurred by the Insured for temporary repairs, shoring up or protection of property of others that has been damaged as a result of an Occurrence which may be the subject of indemnity under this Policy;

Except as stated in the proviso to 'GEOGRAPHICAL LIMITS' below supplementary payments are payable by the Insurers in addition to the applicable limit of liability in the Schedule.

## **GEOGRAPHICAL LIMITS**

This policy applies in respect of occurrences in the territory referred to in only one of the following three categories, as specified in the Schedule:

- (a) Australia including its external territories and New Zealand or;
- (b) Worldwide excluding United States of America and/or Canada, or
- (c) Worldwide including United States of America and/or Canada.

In respect of (a) & (b) above, cover is provided for the United States of America and/or Canada but only in respect to

- (a) Travel by executive officers, employees or partners of the named Insured normally resident in Australia, its external territories or New Zealand.
- (b) Products exported from Australia to external territories and New Zealand.

In respect of (c) above, cover is provided to the named Insured and its subsidiaries for the world including United States of America and Canada.

Provided that the indemnity granted by this Policy in respect of any judgement award, or settlement made within countries which operate under the laws of the United States of America and/or Canada (or any Order made in whole or in part) is subject to the following additional terms and exceptions in respect of such judgement award or settlement:

- (a) the Limit of Liability is inclusive of Supplementary Payments;
- (b) liability for Personal Injury to any person and/or Damage to Property caused by or arising out of Contamination or Pollution is hereby excluded. It is further agreed that the cost of preventing, removing, nullifying or cleaning up and seeping of, contaminating or polluting substances shall also form part of this exception and shall not be recoverable under this policy;
- (c) in respect of all claims which fail to be considered under the terms of this proviso, it is hereby declared and agreed that should a dispute arise between The Insured over the application of this Policy, such dispute shall be determined in accordance with the law and practice of the Commonwealth of Australia unless otherwise specified in the Policy Schedule.

## LIMITS OF LIABILITY

The limit of the Insurer's liability in respect of any one occurrence shall not exceed the limit of liability stated in the Schedule. All personal injury, property damage and/or advertising liability arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one occurrence.

The total aggregate liability of the Insurers during any one policy period for all claims arising out of the products hazard shall not exceed the limit of liability stated in the Schedule.

Where the limit of liability is limited in the aggregate in any one period of insurance, such limit of liability will be automatically reinstated to the original limit in the event of a claim and the Insured shall pay such additional premium as may be mutually agreed. The aggregate of the amounts so reinstated shall not exceed an amount equal to the original limit of liability at the commencement of the period of insurance. Provided however, that such reinstatement shall only apply in respect of subsequent claims that are in no way related to the occurrence that occasioned the automatic reinstatement aforesaid.

## CLAIMS DEDUCTIBLE

Where a claims deductible is specified in the Schedule, the Insured shall bear the amount as described in the Schedule in respect of each occurrence. The amount shall include the legal cost and expenses incurred in respect of the occurrence.

## DEFINITIONS

### **"Insured" means:**

Each of the following is an Insured to the extent set forth:

- (a) The named Insured(s) in the Schedule.
- (b) all subsidiary companies (now or hereafter constituted) of the named Insured.
- (c) any director, executive officer, employee, partner or shareholder of the named Insured or of a company designated in paragraph (b) above but only whilst acting within the scope of their duties in such capacity.
- (d) any new organisation acquired during the Period of Insurance by the Insured described in (a) and (b) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is;
  - (d) 1 reported to the Insurer within ninety (90) days after it is acquired;
  - (d) 2 endorsed on this Policy;
  - (d) 3 in a business similar to the Business stated in the Schedule;
- (e) any office bearer, committee or other member of social and/or sporting clubs formed with the consent of the Insured whilst acting in the scope of their

duties/capacities or in respect of claims arising from the activities of any such club.

- (f) any volunteer worker and any person whilst working for an insured party for the purpose of gaining work experience and/or any person supplied or under any work experience or similar Government scheme.
- (g) persons hired from agencies or labour suppliers but only to the extent that such persons are not otherwise insured.
- (h) any person in respect of their liability arising out of the performance by the Insured designated in (a) and (b) and (d) above, of any contract or agreement, but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as provided in this Policy;
- (i) if the Insured is declared in the Schedule as a partnership or joint venture, any partner or member thereof but only with respect to their liability as a partner or member of such partnership or joint venture;
- (j) the personal representatives of the Insured in respect of liability incurred by the Insured whilst acting on behalf of the Insured.

All of which, shall, as though the Insured, be subject to the terms of this policy as far as they can apply.

**“Advertising Liability” means:**

- (a) Libel, slander or defamation (not made with the Insured's knowledge of the falsity thereof);
- (b) infringement of patent, copyright, design or title or slogan;
- (c) piracy or unfair competition or idea misappropriation under an implied contract;
- (d) any invasion of right of privacy;
- (e) infringement of trademark, service mark or trade name in a title or slogan but only where used on or in connection with goods or services sold, offered for sale or advertised;

where occurring unknowingly and unintentionally by the Insured, its servants/agents and committed or alleged to have been committed during the period of insurance in any advertisement, publicity articles, broadcast or telecast and arising out of the Insured's advertising activities.

**“Aircraft” means:**

Any vehicle heavier than air or lighter than air designed to transport persons or property in the air.

**“Business” means:**

- (a) The operation(s) of the Insured as stated in the Schedule;
- (b) the maintenance of the Insured's premises or property for which such responsibility exists;
- (c) participation in exhibitions;
- (d) hire or loan of plant to other parties;
- (e) conducted tours of the Insured's premises;
- (f) any other occupation ancillary or incidental to the Business stated in the Schedule.

**“Deductible” means:**

The total amount payable by the Insured arising out of any one occurrence or series of occurrences before the Insurers shall be liable to make any payment. The term “amount” shall include the legal cost and expenses incurred in respect of the occurrence.

**“Employee” includes:**

A leased worker and a temporary worker. Employee does not include a volunteer worker.

**“Insured's Products” means:**

Anything, including any packaging or container thereof [not being a vehicle] (after it has ceased to be in the possession or under the control of the Insured) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed in or from Australia or its external territories by any of the Insured in the course of business and also includes:

- (i) the design, formula or specification of such products; and
- (ii) directions, markings, instructions, warnings or advice given or omitted to be given in connection with such products; and
- (iii) anything in respect of which the Insured is taken or deemed to be the manufacturer by operation of a law of Australia or its external territories.

**“Leased Worker” means:**

A person leased to the Insured by a labour leasing firm, to perform duties related to the conduct of the Insured's business. Leased worker does not include a temporary worker.

**“Medical Persons” means:**

Medical doctor, medical nurse, dentists and first aid attendants.

**“Occurrence” means:**

An event, including continuous or repeated exposure to substantially the same general conditions, which results in personal injury and/or property damage and/or advertising liability neither expected nor intended from the standpoint of the Insured.

**“Officer” means:**

A person holding any of the officer positions created by the Insured's charter, constitution, by-laws or any other similar governing document.

**“Period of Insurance” means:**

The duration of this policy as stated in the Schedule incorporated into the policy.

**“Personal Injury” means:**

- (a) Bodily injury, sickness, disease, disability, shock, fright, mental anguish and mental injury sustained by a person, including any resultant death.
- (b) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation;
- (c) libel, slander, defamation of character or invasion of right of privacy unless arising out of advertising liability;
- (d) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property;
- (e) discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at the intentional direction of the Insured, but only in respect to liability other than for fines and penalties imposed by law;

happening during the period of insurance.

**“Pollutants” means:**

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

**“Product Hazard” means:**

Personal injury/property damage or advertising liability:

- (a) caused by any defect or the harmful nature of any of the Insured's products;
- (b) resulting from any defect or deficiency in any directive or advice intended to be given by the Insured concerning the use or storage of the Insured's products, after the Insured's products have passed from the physical or legal control of the Insured.

**“Property Damage” means:**

Physical damage to or destruction of tangible property which occurs during the policy period including any consequential loss as a result thereof, or the loss of use thereof and/or loss of use of tangible property which has not been physically injured, damaged or destroyed provided such loss of use is caused by an Occurrence.

**“Temporary Worker” means:**

A person who is furnished to the Insured to substitute for a permanent employee on leave or to meet seasonal or short term workload conditions.

**“Vehicle” means:**

Any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power, including attachments designed to be drawn by such a machine.

**“Volunteer Worker” means:**

Any person who volunteers his/her services for the Insured, but only whilst acting at the direction of and within the scope of their duties for the Insured.

**“Watercraft” means:**

Any vessel, craft or thing made or intended to float on or in or to travel on or through water.



## **SPECIAL CLAUSES**

### **1. CROSS LIABILITY**

Where more than one party comprises the Insured, each of the parties shall, for the purposes of this policy be considered as a separate and distinct legal entity and the word "Insured" shall be applied to each party as if a separate policy in the terms, conditions and exclusions as agreed had been issued to each of the said parties.

Provided that nothing in clause above shall be deemed to increase the limit of the Insurer's liability in respect of any one occurrence, series of occurrences or period of insurance.

Further, any information or knowledge possessed by one insured party, whether possessed before or after the contract was entered into, shall not be imputed to any other such party. The Insurer will not seek any relief whatsoever (including cancellation of the Policy) for non-disclosure and/or misrepresentation against an insured party unless the Insurer would have been entitled to that relief had that party been the only party covered by this Policy.

Further, neither the inclusion of more than one Insured under this Policy nor any act, omission, breach or default by any Insured shall in any way affect the rights of any other Insured, it being intended that this Policy shall be construed as if a separate contract of insurance has been entered into by each Insured; but not so as to increase the Insurer's Limit of Liability.

All right of subrogation is waived under this Policy against every company, organisation and person defined as an Insured under this Policy to which or to whom protection is afforded under the Policy except, if such company, organisation or person is protected from such loss by any other policy of indemnity or insurance, the right of subrogation is not waived to the extent and up to the amount of such other policy.

Provided that:

With respect to any person who is an Insured by way of clause (h) of the Definition of Insured, such waiver of subrogation shall only apply to claims which arise by virtue of clause (h) of the Definition of Insured.

### **EXCLUSIONS**

This insurance does not apply to:

1. (a) Personal injury, property damage or advertising liability arising out of:-
  - (i) any refusal to employ a person, unfair or wrongful dismissal or termination of a person's employment; or
  - (ii) employment-related practices, policies, acts or omissions, such as but not limited to coercion, demotion, evaluation, failure to grant tenure of employment, failure to promote, reassignment, discipline, defamation,

harassment, denial of natural justice, humiliation or discrimination directed at a person, whether or not the person was actually employed by Insured at time;  
or

- (iii) misleading, misrepresentation or advertising as to the terms and conditions of employment.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity; and to any obligation to share damages with or to repay someone else who must pay damages because of the injury, damage or liability.

- (b) This exclusion applies to any such claim as referred to in (a) above irrespective of whether the claim for personal injury, property damage or advertising liability is made by the person referred to in paragraph (a) or some other person.
- 2.
- (a) Liability for personal injury to any employees of the Insured arising directly or indirectly out of or in the course of their employment in the Insured's business.
  - (b) Any liability that the Insured may have in respect of Personal Injury sustained to any person who is, pursuant to any legislation relating to workers compensation, deemed or defined to be an employee of the Insured.
  - (c) Any liability in respect of which the Insured is entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to worker's or workman's compensation including any legislation or any State or Territory and whether or not the Insured is party to such contract of Insurance.
  - (d) Any liability imposed by the provisions of any workers compensation legislation or any industrial award or agreement for determination.
3. Property damage to:
- (a) property the Insured owns, rents or occupies;
  - (b) premises the Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;
  - (c) the particular part of any property that must be restored, repaired or replaced because the Insured's work was incorrectly or inadequately or defectively performed on it or in respect of it;
  - (d) property in the physical or legal control of the Insured except property in the physical or legal control of the Insured up to a maximum of \$100,000 any one occurrence and in the aggregate during any one period of insurance, unless otherwise specified in the Schedule, except as otherwise excluded in 3 (c) and (e) herein;

(e) malicious damage caused by the Insured.

Item (a) of this exclusion does not apply to premises (including the contents thereof) and other property temporarily occupied by the Insured for the purpose of the business named in the Schedule, or premises leased, rented or loaned to the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.

Item (b) of this exclusion does not apply if the premises are the Insured's work and were never occupied, rented or held for rental by the Insured.

4. (a) Personal injury or property damage directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants.
- (b) The cost of removing, nullifying or cleaning up pollutants.
- (c) The cost of preventing the escape of pollutants.

Paragraphs (a) and (b) shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event from the standpoint of the Insured which takes place in its entirety at a specific time and place and occurs outside of the United States of America or Canada.

5. Personal injury and/or property damage arising in connection with any vehicle owned by the Insured or in the Insured's care, custody or control or used in work undertaken by the Insured or on the Insured's behalf in respect of which there is a statutory obligation to effect insurance, to indemnify for personal injury and where such insurance if effected, would extend indemnity to the Insured.
6. Liability arising out of the selling, leasing, hiring or manufacturing of aircraft, including the manufacture and/or supply of parts and/or products that are used with the Insured's knowledge in aircraft or any aerial device.
7. Personal injury or property damage arising out of the ownership, possession or use by or on behalf of the Insured of any:
  - (a) watercraft whilst afloat, except where the watercraft is less than eight (8) metres in length;
  - (b) hovercraft
8. Personal injury or property damage directly or indirectly caused by or in consequence of war, invasion, act of foreign enemy, hostilities (with or without the declaration of war), civil war, civil unrest, revolution, rebellion, insurrection, military or usurped power, expropriation, confiscation, nationalisation, destruction, injury or damage by or under the order of any government, authority, regime or military forces.
9. This Policy excludes all liabilities for claims directly or indirectly caused by, contributed to or arising from exposure to asbestos.

10. Any liability of whatsoever nature directly or indirectly caused by or contributed to 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;
  - (b) nuclear weapons or materials contained therein.
11. Any indemnity for fines, penalties, punitive exemplary, aggravated or liquidated damages.
12. Personal injury/property damage resulting from:
  - (a) delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or
  - (b) the failure of the Insured's products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured, but this exclusion does not apply to loss of use or loss of tangible property (other than the Insured's products) resulting from sudden and accidental physical injury to or destruction of the Insured's products after such products have been put to use by any person or organisation other than the Insured.
13. Liability for personal injury, property damage or advertising liability assumed by the Insured in respect of products hazard under any contract, warranty or agreement except to the extent that such liability would have otherwise been implied by law.
14. Property damage to the Insured's products if such damage is caused by any defect therein or the harmful nature or unsuitability thereof, but this exclusion shall be restricted to the defective or harmful or unsuitable part of the Insured's product and shall not apply to any resultant damage caused to the remainder of such product.
15. Damages, costs or expenses claimed for or incurred by the Insured or others for the withdrawal, inspection, repair, loss, recall or replacement of the Insured's product or work if such product or work is recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
16. Liability for damages, including but not limited to, personal injury, property damage or advertising liability arising from the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith. This exclusion extends to liability for breach of professional duty arising from the provision of first aid services, medical services and emergency services by persons employed by or engaged by the Insured.

but this Exclusion 16 does not apply to:

- 16.1 Injury to any person or Property Damage arising therefrom, providing such professional advice or service is not given for a specific fee; or
- 16.2 the rendering of or failure to render professional medical advice by Medical Persons employed by the Insured to provide first aid and other medical services on the Insured's premises.
17. (a) Liability arising out of any property used for the purpose of an airport or any commercial aircraft landing strip or helipad.
- (b) Ownership, operation, use, loading or unloading by or on behalf of the Insured of any aircraft.
18. Any liability arising from publication, advertising, broadcast, printing or telecasting not within the definition of "advertising liability".
19. Claims in respect of personal injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by or in any way related to the acquired immune deficiency syndrome (AIDS) or its pathogenic agents where it is established in a court of law that the Insured had been identified as being a carrier of the human immuno virus (HIV) prior to coming into contact with the claimant or claimants and ought reasonably to have been aware of the circumstances which could have led to the contracting of that virus by the claimant or claimants.
20. The cost of performing, completing, correcting or improving any work undertaken by the Insured.
21. Liability assumed by the Insured under any contract or agreement except to the extent that such liability would have been implied by Law. This exclusion does not apply to:
- (a) contracts or agreements specified in Schedule;
- (b) liability assumed by the Insured under a warranty of fitness or quality as regards the Insured's products;
22. Any liability of the Insured directly or indirectly arising out of sexual assault, molestation, sexual harassment, sexual discrimination, rape or any consequences thereof.
23. Any liabilities arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to any buildings or structure by or on behalf of the Insured except where the total cost of such works does not exceed \$100,000.
24. This Policy excludes all liabilities for claims of whatsoever nature of any kind anywhere in the world directly or indirectly caused by, contributed to or arising from:
1. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment; or

2. error in creating, amending, entering, directing, deleting or using Computer Equipment; or
3. total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all;

however, these Exclusions 24.1, 24.2, & 24.3 do not apply to Injury or Advertising Injury resulting from any of them.

For the purposes of this Exclusion "Computer Equipment" shall mean and include data or parts of data, computer hardware, operating system, computer network, equipment, web site, server, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing computer equipment.

25. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature 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 loss, damage, cost 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 the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

IN ANY CLAIM and in any action, suit or other proceedings to enforce a claim under this Policy the BURDEN OF PROVING that such claims does not fall within the Terrorism Exclusion set out above shall be upon the Insured.

26. Liability arising directly or indirectly out of or in connection with the ownership, possession or use by the Insured and/or its employees, agents, contractors and sub-contractors of explosives and/or pyrotechnics of any description;

however, exclusion 26 will not apply to the vicarious liability of such losses, provided that the ownership, possession or use of explosives and/or pyrotechnics are contractors and sub-contractors.

27. This policy does not cover:
- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
  - (b) any legal liability or whatsoever nature
- directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
28. This Policy excludes all liabilities arising from or in connection with Multiple Damages.

For the purpose of this Exclusion, "Multiple Damages" shall mean additional damages resulting from the multiplication of compensatory damages against an Insured, such additional damages being awarded as a result of the Insured or their legal advisors or both having engaged in unnecessary delaying tactics or having hindered the due process of the court in some other manner.

## **GENERAL CONDITIONS**

1. Notice in writing must be given to the Insurers as soon as practical of every change that comes to the knowledge of the Insured that materially increases the risk existing at the time this policy is entered.
2. Any claimant under the policy shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated, upon its paying for or making good any loss under the policy, whether such act and things shall be or become necessary or required before or after indemnification by the Insurers.
3. If the premium for this policy has been calculated on any estimates given by the Insured, the Insured must keep an accurate record containing all relevant particulars and at an reasonable time allow the Insurers to inspect such record and following the expiry of each period of insurance supply to the Insurers with the correct statement so that the premium for that period may be calculated and the difference paid by or allowed to the Insured as the case may be.

This policy may be cancelled:

- (a) By the Insured:

Giving written notice to the Insurers at any time. Notice shall be effective when received by the Insurers. The premium shall be adjusted on a pro rata basis and the Insurers may retain or be entitled to the premium for the period during which the policy was in force.

(b) By the Insurers:

In accordance with the provisions of the Insurance Contracts Act 1984. The premium will be adjusted on a pro rata basis and the Insured shall be entitled to a refund in respect of the unexpired period of insurance.

In either event the Insured shall provide all information requested by the Insurers to enable the calculation and adjustment of the premium.

4. By acceptance of this policy the Insured agrees that this policy is issued in reliance upon the truth of the representations made to the Insurers prior to acceptance or renewal and that this policy embodies all agreements existing between the Insured and the Insurers or any of their agents relating to this insurance.
5. In the event of a claim under this policy, the Insured, or any person entitled to any benefit under this policy, must advise the Insurers as to any other insurance effected by the Insured which covers the same liability.
6. The Insurers herein agrees that:
  - (a) In the event of a dispute arising under this Policy the Insurers, at the request of the Insured (or re-insured), will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
  - (b) Any summons, notice or process to be served upon the Insurers, may be served upon SLE Worldwide Australia Pty Limited which has authority to accept service and to enter an appearance on the Insurer's behalf, and who is directed at the request of the insured (or re-insured) to give a written undertaking to the insured (or re-insured) that it will enter an appearance on the Insurer's behalf.
  - (c) If a suit is instituted against the Insurers they herein agrees to abide by the final decision of such Court or any competent Appellant Court.
7. The Insured shall take all reasonable precautions to:
  - (a) prevent personal injury and property damage and advertising liability;
  - (b) prevent the manufacture, sale and supply of defective products;
  - (c) comply and ensure that the employees servants and agents comply with all statutory obligations, by-laws or regulations imposed by a public authority for the safety of persons or property or in respect of the Insured's business;
  - (d) at the Insured's expense, trace or recall or modify any of the Insured's product containing any defect or deficiency of which the Insured has knowledge or reason to suspect.



## **CLAIMS PROVISIONS**

1. Any occurrence which might give rise to a claim under the policy must be reported in writing to the Insurers as soon as possible and, as far as is practicable, no alteration or repair may be carried out until the Insurers have had an opportunity of inspecting. The Insured must give immediate notice of any impending prosecution, inquest, inquiry or civil proceeding in any connection with the occurrence and send to the Insurers immediately every relevant document.
2. No admission of liability or offer, promise or payment may be made without the Insurer's written consent. The Insurers are entitled to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute, at their own expense and for their own benefit, any claim of indemnity or damages against any other persons and the Insured shall give all information and assistance required.
3. Claims provisions 1 and 2 above apply to all occurrences and/or claims whether or not the Insured believes their amount might fall below any deductible stated in the Schedule.

This policy including the Schedule should 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 of the Schedule bears such meaning wherever it appears.

## APPENDIX

### 1. CERTIFICATE

This is to certify that in accordance with the authorisation granted under Contract No B0572NA13SL03 to the undersigned by certain Underwriters at Lloyd's, whose names and the proportion underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's policy Signing Office, and in accordance with the authorisation granted under Agreement No 001-2013 by ACE Insurance Limited whose underwritten proportion appears below, (all of whom are hereinafter referred to as "the Insurers)", and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators and in respect of its due proportion only, to insure in accordance with the terms and conditions contained in the policy to which this Certificate is attached.

IN WITNESS WHEREOF this Certificate has been signed as follows:

85% certain Underwriters at Lloyd's as evidenced by Contract No B0572NA13SL03  
and  
15% - Ace Insurance Limited ABN: 23 001 642 020 as evidenced by Agreement No  
001-2013

Signature:



BRADLEY G FRENCH  
Managing Director

Date: 17 June, 2013