Commercial General Liability Insurance

8 December 2025

In an uncertain world, it's good to know there's someone committed to protecting your business. In this document you'll find SafetyCulture Care's and the insurer's commitments described in detail.

By taking the time to read these pages you'll know exactly what you're covered for. You'll also learn what to do if you need to make a claim.

Table of Contents

General Information

The general information set out below is provided for your information only. It does not form part of the insurance contract with you, and is not part of the policy.

Managing risk is more than insurance

Welcome to SafetyCulture Care. While traditional insurance companies fix things after incidents, SafetyCulture Care also wants to help stop them from happening in the first place.

To help you better manage your business risks, SafetyCulture Care will provide you with access to SafetyCulture's Workplace Operations Platform ("SC Platform"), a mobile-first application that makes it easy to monitor and manage safety, quality and efficiency.

The SC Platform enables its users to conduct digital inspections to get on top of day to day business risks and prevent issues before they impact the business. SafetyCulture is a global technology company that helps businesses around the world achieve safer, higher quality and more efficient workplaces by digitising business operations and processes. The SC Platform is supplied and supported solely by SafetyCulture and independently of the insurance policy and the Insurer. Therefore the Insurer has no liability for the SC Platform or how you use it.

By taking the time to read these pages you'll know exactly what you're covered for under the Commercial General Liability Insurance Policy, what you can expect from the Insurer and what the Insurer expects of you. You'll also learn what to do if you need to make a claim or a complaint - it'll be time well spent.

This is an important document about insurance. It explains what is and what is not covered under the policy and your obligations. To check if the policy meets your needs, you need to understand it. If you cannot read and understand English well please seek assistance from someone who can help you understand it in your preferred language.

About this document

There are two parts to this document. The first part comprises General Information and Important Information which includes information about your duty of disclosure, how SafetyCulture Care and the Insurer will protect your privacy, how to make a complaint or access our dispute resolution service, and other important information.

The second part is your policy wording which sets out the standard covers, benefits, terms, conditions and exclusions of the policy. The policy wording comprises several parts: Our Agreement, General Definitions, General Exclusions, General Conditions, Claims Procedures and Conditions, and the different sections of cover.

If SafetyCulture Care issues a policy to you, a policy schedule will be provided to you at the same time. The policy schedule sets out the specific terms applicable to your cover and should be read together with the policy wording.

The policy wording and policy schedule form your legal contract with the Insurer so please keep them in a safe place for future reference. You should check the policy schedule when you receive it to ensure it is accurate and reflects your requirements.

Any information provided to you is for information purposes only. Neither SafetyCulture Care nor the Insurer can advise you whether to enter into this policy. You should consider this document carefully to understand it and decide if the cover provided is right for you.

If you require personal advice about the insurance, contact a qualified insurance broker.

For more information

Take the time to read through this document and if you have any questions please contact SafetyCulture Care, whose contact details are set out in this document and other documentation provided to you, or your broker.

Important information

Full details of how to make a claim are provided in the 'Claims Procedures and Conditions".

About SafetyCulture Care

Insurance products are issued by SafetyCulture Care Australia Pty Ltd ABN 54 662 303 AFSL 544306 ("SafetyCulture Care"). SafetyCulture Care acts as agent for Certain Underwriters at Lloyd's led by MS Amlin Underwriting Limited, Syndicate 2001 ("the Insurer"), to market, solicit, offer, arrange and administer the insurance. SafetyCulture Care has a binding authority to issue, renew, vary and cancel contracts of insurance on behalf of the Insurer.

In all aspects of the Policy SafetyCulture Care acts for the Insurer and not for You.

About Your Insurer

The Insurer is Certain Underwriters at Lloyd's led by MS Amlin Underwriting Limited, Syndicate 2001, 122 Leadenhall Street, London EC3V 4AF Registered in England and Wales no. 2323018. MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

About Lloyd's

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world.

The Lloyd's market does this by sharpening the insight to anticipate and understand risk, and the knowledge to develop relevant and innovative forms of insurance for customers globally.

Lloyd's offers the efficiencies of shared resources in a marketplace that covers risks from more than 200 territories, in any industry, at any scale.

Lloyd's promises a trusted partnership – helping people, businesses and communities to recover in times of need and build resilience for the future.

Lloyd's is a 330-year old start up, founded by a few brave entrepreneurs in a coffee shop. Three centuries later, the Lloyd's market continues that proud tradition – sharing risk and inspiring courage everywhere.

Ensuring the limits are sufficient for your business needs

To ensure that the amount covered by the policy is adequate in the event of a claim, you should ensure that the limits you select when applying for the policy are sufficient. You should also take care to amend the limit when your situation or business needs change.

Cooling–Off Period

You have a 21-day cooling off period starting from the date cover commences, where You have the right to return the Policy to Us and We will refund all of the Premium You paid. Your Policy will be cancelled effective from the start date of the Policy. You must advise Us in writing by letter or email. You are not entitled to a refund if You have made a claim under the Policy during the cooling-off period.

The cost of this policy

Your premium is calculated on the basis of information SafetyCulture Care receives from you when you apply for the policy. Factors that may impact premiums include:

- the type of business you operate;
- the limit you select;
- your claims history;
- if you elect to have a higher or lower deductible (where this is an option); and
- any remuneration paid to SafetyCulture Care and brokers.

Your premium also includes amounts that take into account SafetyCulture Care's and the Insurer's obligations to pay any relevant compulsory government charges, taxes or levies in relation to your policy. These amounts will be itemised separately on your schedule as part of the total premium payable.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces Insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting SafetyCulture Care on 1300 164 884.

For more information on the Code Governance Committee (CGC) go to codeofpractice.com.au.

Your duty of disclosure

Before you enter into a contract of insurance with the Insurer, you have a duty of disclosure under the Insurance Contracts Act 1984 to disclose to the Insurer every matter that you know, or a reasonable person in the circumstances could be expected to know, that is relevant to the Insurer's decision to insure you and if so on what terms. You need to disclose that information to SafetyCulture Care, which acts on the Insurer's behalf. As part of complying with your duty of disclosure, if SafetyCulture Care asks questions of you that are relevant to the Insurer's decision to insure you and on what terms, you must tell SafetyCulture Care anything that you know and that a reasonable person in the circumstances would include in their answer.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate the contract. This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty, however, does not require you to disclose any matter:

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

If you do not tell the Insurer anything you are required to, the Insurer may be entitled to cancel your policy contract or reduce the amount it pays you if you make a claim, or both. If your failure to disclose information to the Insurer is fraudulent, the Insurer may refuse to pay a claim and treat the policy contract as if it never existed.

Privacy

SafetyCulture Care and the Insurer give priority to protecting the privacy of your personal information, by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

How we collect your personal information

SafetyCulture Care and the Insurer usually collect your personal information from you or your agents. SafetyCulture Care and the Insurer may also collect personal information from its agents and service providers; Insurers and insurance reference bureaus; people who are involved in a claim or assist them in investigating or processing claims, including third parties claiming under your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why SafetyCulture Care and the Insurer collect your personal information

SafetyCulture Care and the Insurer collect your personal information to enable provision of products and services, including to process and settle claims; make offers of products and services provided by SafetyCulture Care or the Insurer and their related companies, brokers, intermediaries, business partners and others that SafetyCulture Care or the Insurer have an association with that may interest you; and conduct market or customer research to determine those products or services that may suit you.

You can choose not to receive product or service offerings from SafetyCulture Care (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling SafetyCulture Care on 1300 164 884, EST 9am to 5pm Monday to Friday. If you do not provide your personal information required by SafetyCulture Care, they may not be able to provide you with their services, including settlement of claims.

Who SafetyCulture Care and the Insurer disclose your personal information to

SafetyCulture Care and the Insurer may disclose your personal information to others with whom they have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include service providers, Insurers, intermediaries, reInsurers, insurance reference bureaus, related companies, advisers, persons involved in claims, external claims data collectors and verifiers, parties that SafetyCulture Care or the Insurer has an insurance scheme in place with under which you purchased your Policy (such as an industry association). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure overseas

Your personal information may be disclosed to SafetyCulture Care and the Insurer related entities, business partners, Insurers, reinsurers and service providers that may be located in Australia or overseas. The countries in which entities this information may be disclosed to will vary from time to time, but may include the United Kingdom, United States of America, Netherlands, Philippines, India, and other countries where SafetyCulture Care and the Insurer or their related entities have a presence or engages subcontractors.

SafetyCulture Care and the Insurer regularly review the security of their systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

When personal information is shared overseas, there is a possibility whomever receives the information may be required to disclose it under a foreign law.

Access to your personal information and complaints

You may ask for access to the personal information SafetyCulture Care holds about you and seek correction by calling 1300 164 884, EST 9am to 5pm Monday to Friday.

The Privacy Policies of SafetyCulture Care and the Insurer contain details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how SafetyCulture Care and the Insurer deal with complaints. SafetyCulture Care's Privacy Policy is available at care.safetyculture.com/privacy/. The lead Insurer's Data Privacy Notice is available at https://www.msamlin.com/data-privacy-notice/.

Telephone call recording

SafetyCulture Care and the Insurer may record incoming and/or outgoing telephone calls for claims, training or verification purposes. Where SafetyCulture Care or the Insurer has recorded a telephone call, they can provide you with a recording or transcript at your request, where it is reasonable to do so.

Your consent

By providing SafetyCulture Care or the Insurer with personal information, you and any other person you provide personal information for consent to these uses and disclosures until you tell SafetyCulture Care or the Insurer otherwise. If you wish to withdraw your consent, including for such things as receiving information on products and offers by SafetyCulture Care or the Insurer, its related entities or persons we have an association with, please contact SafetyCulture Care or the Insurer as appropriate.

Complaints Procedure

If You have any concerns or wish to make a complaint in relation to this Policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact Us in the first instance:

Attention: Complaints Officer
SafetyCulture Care Australia Pty Ltd
72 Foveaux Street
SURRY HILLS NSW 2010

Email: complaints.care@safetyculture.com
Phone: 1300 164 884

We will acknowledge receipt of Your complaint within 1 business day via phone or email and do Our utmost to resolve the complaint to Your satisfaction within 10 business days.

If We cannot resolve Your complaint to Your satisfaction, We will escalate Your matter to Lloyd's Australia who will review Your complaint within 10 business days. You will be kept informed of the review of Your complaint every 10 business days.

Lloyd's contact details are:

Lloyd's Australia Limited
Telephone: +61 (0)2 8298 0700
Email: idraustralia@lloyds.com
Post: Grosvenor Place, Level 32, 225 George Street SYDNEY NSW 2000

A final decision will be provided to You within 30 calendar days of the date on which We first received Your complaint unless certain exceptions apply.

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which we first received Your complaint or at any time.

AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au
Post: GPO Box 3 MELBOURNE VIC 3001
Website: www.afca.org.au

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between You and Your insurer. AFCA provides fair and independent financial services complaint resolution that is free of charge to consumers. Determinations made by AFCA are binding upon Us.

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Service (UK) or You may seek independent legal advice.
The Insurer accepting this Insurance agree that:

i. if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Insurer will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

ii. any summons notice or process to be served upon the Insurer may be served upon:

    Lloyd's Underwriters' General Representative in Australia
    Suite 1603
    Level 16
    1 Macquarie Place
    SYDNEY NSW 2000

    who has authority to accept service on the Insurer's behalf;

iii. if a suit is instituted against any of the Underwriters comprising the Insurer, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event the Insurers become insolvent. You may be entitled to access the FCS if you have a valid claim. For information about eligibility criteria, visit: apra.gov.au/financial-claims-scheme-general-Insurers.

Policy Wording

This Policy is issued by SafetyCulture Care and underwritten by the Insurer stated in the Schedule.

Our Agreement

Your Policy is an agreement between You and Us, made up of:

- this Policy Wording document.
- Your Policy Schedule, which sets out the cover You have chosen, the period of cover and other terms which relate specifically to the cover provided to You.

We agree to insure You subject to the payment of the premium (and all relevant taxes and statutory charges) and the terms and conditions of the Policy.

Other terms, which set out how this Policy operates, may be contained in Your Policy Schedule.

There are certain words and expressions in this Policy document that have particular meanings and such defined terms are capitalised. The Definitions section of this document contains such words and expressions. They are used to help You understand how the Policy operates.

There are defined terms in some Exclusions within this Policy. There may be additional defined terms in endorsements and/or clauses that form part of Your Policy.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

What is Covered

We will cover You for Your legal liability to a third party to pay compensation for Personal Injury, Property Damage, and Advertising Liability, provided that Your liability is caused by an Occurrence which happens within the Geographical Limit during the Policy Period and is in connection with Your Business.

Extensions of Cover

Cover under an extension will apply only where a corresponding sub-limit is shown in Your Schedule. If no sub-limit is shown on Your Schedule for an extension, that extension does not apply to Your Policy.

All sub-limits of cover for extensions that are shown in Your Schedule and are within the Limit and not in addition.

The following extensions of cover, if applicable, are subject to all terms, conditions, exclusions and definitions of this Policy, unless stated otherwise.

1. Exports to North America Extension

We agree to cover You for Your liability for Personal Injury or Property Damage arising out of or in connection with Your Products sent to North America.

The exclusion for Exports to North America is deleted.

The definition of Geographical Limit is amended to;

"Geographical Limit means only the Commonwealth of Australia, and elsewhere in the world in respect of:

- Your exported Products; and

- Business visits by Your directors and/or Employees who are normally resident in Australia and who do not perform or supervise manual work in North America."

The most We will pay for all claims arising under this extension of cover is the corresponding sub-limit specified in Your Schedule.

2. Vendors Liability

For the purpose of this extension, the definition of You is extended to include any person or organisation (referred to as the "Vendor") that distributes or sells Your Products in the normal course of their business.

We agree to cover the Vendor for their legal liability for Personal Injury or Property Damage that results from the sale or distribution of Your Products. This cover only applies to the extent required by a written agreement between You and the Vendor.

Any Vendor covered by this extension must comply with all the terms and conditions of this Policy as if they were You.

What we don't cover under this extension

We will not pay any claim, compensation or cost (including defence costs) for the Vendor's liability arising from:

a. any warranty, guarantee, or representation the Vendor makes about Your Products other than where such guarantee, warranty is required by law to be given and approved by You.
b. any negligent act or omission by the Vendor or their employees.
c. any intentional alteration or modification to the physical or chemical state of Your Product made by the Vendor.
d. the Vendor's own business operations, including any installation, servicing, or repair operations they perform, except such operations performed at the Vendor's premises in connection with the sale of Your Products.
e. repackaging Your Product unless repackaged in the original container, solely for the purpose of inspection, demonstration, testing or the substitution of parts, and performed under Your instruction. .
f. Your Products which after distribution or sale by You have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the Vendor.
g. Any claim made by the original manufacturer or supplier from whom You sourced the Products (or their components and containers).
h. liability assumed by the Vendor under a contract or agreement which would not have attached in the absence of such contract or agreement.
i. any failure to make such inspections, adjustments, tests or servicing as the Vendor has agreed to make, or normally undertakes to make, in the regular course of their business in connection with the distribution or sale of Your Products.

3. Product Recall Expenses Extension

We will pay for reasonable costs You incur to recall Your Product because the use or consumption of Your Product has resulted, or may result, in death, bodily injury, illness or disability, or physical damage to or destruction of tangible property due to:

a. the accidental omission, introduction, or substitution of a harmful or damaging substance in the manufacture of the Product;
b. any unintentional error or deficiency in the manufacture, design, blending, mixing, compounding, or labelling of the Product;

c. a Product failing to comply with an applicable product safety law, standard, or regulation; or
d. a credible and serious threat to commit malicious tampering of Your Product for the purpose of extortion.

We will also cover reasonable costs You incur in order to comply with a ruling of a government or other regulatory body requiring You to recall Your Product as a result of any of the matters set out in items a. or b. above.

This extension is subject to:

a. You first discovering during the Policy Period that the use or consumption of Your Product has or may result in death, bodily injury, illness or disability, or physical damage to or destruction of tangible property; .
b. Your legal liability to a third party to pay compensation for the death, bodily injury, illness or disability, or physical damage to or destruction of tangible property being otherwise covered under this Policy.
c. indemnifiable costs being limited to the reasonable and necessary costs for:
    i. public announcements and notifications to customers and the public;
    ii. hiring additional employees or external personnel to effect the recall;
    iii. transporting the recalled Product to a designated location;
    iv. costs to destroy or dispose of the recalled Product; and
    v. consulting services for crisis management, public relations, and legal counsel, subject to prior written consent from Us.

What we don't cover under this extension

We will not pay for any Product Recall Expenses directly or indirectly caused by or arising from:

a. any Product of the same trade name or brand name but which is of a different batch, code or other identification from the Product for which this extension has been provided, unless that Product of the different batch, code or other identification meets the requirements of this extension independently of any other Product for which cover has been provided.
b. inherent deterioration or decomposition of any Product or its packaging.
c. loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss of any kind including:
    i. loss of profits;
    ii. adverse publicity;
    iii. loss of Your market value;
    iv. interruption of production;
    v. cancellation of contracts; or
    vi. stalled research and development, merger and acquisition or other investment.
d. any pre-existing defect or imperfection of the Product of which You were aware or a reasonable person in the circumstances could be expected to have been aware at the inception of this Policy.
e. mislabelling or non-labelling of any Product or any container or packaging of the Product in relation to a "use by" or "best before" date authorised or required by a government agency or other statutory or regulatory authority.
f. continued use by You of materials that have been banned or declared unsafe by a government agency or other responsible body.
g. errors or omissions of You or any of Your Employees of which Directors or officers of Your Business knew or ought to have discovered on reasonable enquiry.
h. the demolition, destruction, disassembly or consequent reinstatement of property or structures or any part of any property or structures to facilitate the removal of any Product from such property or

structures.

i. any malicious tampering of a Product committed by You or a current or former Employee.
j. any claim where the recall is due to a Product being subject to a voluntary recall plan that was not disclosed to Us prior to the Policy Period.

The most We will pay for all claims arising under this extension of cover during the Policy Period is the lower of $1,000,000 or the corresponding sub-limit specified in Your Schedule.

4. Errors and Omissions Extension

"Claims Made" Notice: This Extension provides cover on a claims made and notified basis.

This Errors and Omissions Extension operates on a "claims made and notified" basis. This means that, if cover is granted under this extension, the Errors and Omissions Extension covers you for claims as defined in the extension made against You and notified to us during the Policy Period.

A claim for pure economic loss caused by a Wrongful Act ("Financial Claim") must be first made against You during the Policy Period and the You must notify Us in writing of such Financial Claim before the Policy Period expires.

Where you give notice in writing to SafetyCulture Care or the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the policy period, and provided the claim would otherwise be covered under the policy, you have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against you arising from those facts even though that claim is made after the expiry of the policy period. Any such rights arise under the legislation only. The terms of the policy section and the effect of the policy section is that you are not covered for claims made against you after the expiry of the policy period.

We will pay to or on behalf of You all sums which You become legally liable to pay as compensation in respect of pure economic loss caused by a Wrongful Act committed or alleged to have been committed by or on behalf of You in connection with Your Products.

For the purpose of this extension, a Wrongful Act means any actual or alleged negligent act, error, or omission.

Coverage under this extension is subject to:

a. such Wrongful Act occurring after the inception date of this Policy or the retroactive date specified in the Schedule, whichever the earlier;
b. such Wrongful Act occurring within the Geographical Limit; and
c. a demand for compensation being first made against You and notified to Us during the Policy Period.

What we don't cover under this extension

a. Notwithstanding any other provision of this Policy, We will not pay any claim, compensation or cost, or defend any claim, for Your liability directly or indirectly caused by or arising from:
b. claims made or threatened or in any way intimated against You before commencement of the Policy Period;
c. claims made against You after expiry of the Policy Period even though the facts or circumstances giving rise to the claim may have occurred during the Policy Period;
d. claims arising from facts or circumstances existing prior to the Policy Period and which You knew or reasonably should have known were likely to give rise to a claim against You;
e. claims notified to Us after expiry of the Policy Period;
f. possible claims notified to Us after expiry of the Policy Period;
g. claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been

notified) under any previous policy that this Policy replaces;

h. any act, error, or omission committed prior to the retroactive date, if a retroactive date is specified in the Schedule;
i. claims made, threatened or intimated against you prior to the policy period or prior to the retroactive date of the policy (if such a date is specified in your policy schedule);
j. facts or circumstances of which you first became aware prior to the policy period, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy section;
k. claims arising out of circumstances noted on the application and/or proposal for the current policy period or on any previous application and/or proposal;
l. Property Damage or Personal Injury Liability for Property Damage or Personal Injury;
m. Liability assumed by You under any contract or agreement that requires You to accept liability for a Wrongful Act, unless that liability would have existed in the absence of the contract or agreement; or
n. Liability arising out of or in connection with any matter excluded under the Cyber & Data exclusion.

The most We will pay for all claims arising under this extension of cover during the Policy Period is the sub-limit corresponding specified in Your Schedule.

Supplementary Benefits

If We cover You for a claim for Personal Injury, Property Damage, or Advertising Liability, We will also provide You with the following supplementary benefits in addition to the Limit applicable to Policy:

1. Defence costs

a. If a claim is made against You for Personal Injury, Property Damage or Advertising Liability to which this Policy responds, We have the right to take conduct of the defence of any such claim.
b. We will pay reasonable Defence Costs which We, or You incur with Our written consent, to defend the claim, including any loss of income You suffer because of attendance at Our request at any hearing relating to the claim, and any expenses to appeal or defend an appeal in relation to the claim. Contact Us and obtain approval before incurring costs You want to claim, otherwise We will pay up to the amount We would have authorised had You asked Us first.

2. Other costs

We will pay:

a. pre-judgment interest that is awarded against You for that part of the judgement that We are responsible to indemnify You for, together with any interest that accrues until We have actually paid it;
b. reasonable expenses incurred by You to render first aid as result of Personal Injury (other than the payment of any medical expenses which We are prevented by law from paying);
c. for reasonable expenses incurred by You for the temporary protection of property of any other party that has been damaged as a result of an Occurrence which is the subject of indemnity under the Policy;
d. the reasonable costs of providing, erecting and dismantling of barriers for the temporary protection of property which You are obliged to provide to comply with by law;
e. the legal costs incurred by You with Our consent, for representation at any:
   i. coronial inquest or enquiry,
   ii. proceedings in any court or other tribunal,

   which relates to liability insured by this Policy Section;
f. the costs of representation at any royal commission, fatal accident inquiry or other formal enquiry by a lawfully constituted authority established to inquire into the circumstances surrounding any Occurrence that could result in a claim that would be covered under this Policy Section, or any disciplinary action against You.

If a payment exceeding Your Limit has to be made to dispose of a claim, Our liability to pay supplementary benefits of defence and other costs will be limited to that proportion of defence and other costs as Your Limit bears to the amount paid or payable to dispose of the claim.

Limit, Sub-limits and Deductibles

Subject to Clauses a. and b. below and to any applicable sub-limit and Deductible, Our liability to pay compensation as a result of an Occurrence shall not exceed the Limit stated in the Schedule.

a. Our liability to pay compensation in respect of or in any way related to Your Products shall not exceed the Limit stated in the Schedule for all Occurrences in the aggregate during any one Policy Period.
b. With respect to Products sent to North America without Your knowledge or knowledge of Your agent or Employees, and/or Business visits by Directors and Employees who are normally not resident in North America and do not perform or supervise manual work in North America, the Limit shall apply inclusively of all supplementary benefits and additional payments for any claim covered by this Policy being made against You in any court or before any other legally instituted body in North America.

Sub-limits, if any, will be shown in the Schedule and are within the Limit and not in addition.

The Deductible payable will be shown in the Schedule, and applies to each and every claim, unless stated to the contrary.

We shall not be obligated to pay any compensation, defence or other costs, or judgement or to defend any suit after Our Limit has been exhausted by payment of claims, judgments and/or settlements.

Definitions

Act of Terrorism means and includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes, to intimidate the public, or a section of the public, of any nation by any person, or group(s) of persons, whether acting alone or on behalf of, or in connection with, any organisation(s) or government(s) de jure or de facto, and which:

- involves violence or threat of violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system and/or Computer System.

Advertising Liability means liability arising from any of the following:

- defamation; or
- breach of the misleading or deceptive conduct provisions of any Australian competition and consumer legislation, or any fair trading or similar legislation of any country, state or territory; or
- infringement of copyright or passing off of title or slogan; or
- unfair competition, piracy, misappropriation of advertising ideas, style of doing business; or
- invasion of privacy,

committed or alleged to have been committed during the Policy Period in any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising activities.

Aircraft means any vessel, craft or device intended to fly or move in or through the air, other than model aircraft or unmanned inflatable balloons used for advertising purposes.

Business means Your business or occupation as described in the Schedule, including where incidental to Your Business the activities of:

- ownership and occupation of premises for the purposes of Your Business;
- ownership, repair, maintenance and decoration of Your own property and premises occupied by You in connection with Your Business;
- participation in exhibitions in connection with Your Business;
- private work undertaken by any person employed by You for any of Your Directors, partners or Employees with Your prior consent in connection with Your Business;
- provision or management of canteen, social, sports, welfare or child care services or activities for Your Employees and internal first aid, fire, security and ambulance services.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Contamination means the discharge, dispersal, release, seepage, escape or migration of any type of Pollutant/Pollution.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

(a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

(b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Deductible means the first amount of each claim or series of claims arising from any one Occurrence, which You must contribute to the settlement of a claim.

Defence Costs means reasonable fees, costs and expenses (other than regular wages, salaries, fees or commissions payable to any Director, officer or Employee, or any other internal expenses) reasonably incurred by You or on Your behalf in the investigation, defence, settlement or appeal of any claim under this Policy.

Director means any natural person who is, was or becomes during the Policy Period a director of Your Business as defined in the Corporations Act 2001 (Cth), or the equivalent legislation in any other jurisdiction, including for the avoidance of doubt, a de facto director or a shadow director of Your Business.

Electronic Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

Employee means any person under a contract of service or apprenticeship with You, and which You have the right at all times to instruct and direct in the performance of work for You.

Geographical Limit means only the Commonwealth of Australia, and elsewhere in the world in respect of:

- Your exported Products other than any Products sent to North America with Your knowledge; and
- Business visits by Your directors and/or Employees who are normally resident in Australia and who do not perform or supervise manual work in North America.

Incidental Contract means:

- any written rental or hiring agreement for real estate or personal property. However, cover for any Incidental Contract shall not apply to any condition contained in an agreement that requires You to insure such property;
- any written contract with any entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, communication services or other essential services, except those contracts in connection with work performed by You or on Your behalf for such authorities or entities;
- any written contract with any railway authority for the loading, unloading and/or transport of products, including contracts relating to the operation of railway sidings.

Insured, You, Yours means the persons, companies, and other entities specified in the Schedule as Insureds, and including all subsidiary companies, organisations and entities domiciled in Australia in which the persons, companies, and other entities specified in the Schedule as Insureds have a controlling interest but only to the extent that each of them is engaged in carrying on the Business or activities which are substantially of the same kind or related to the Business. For the purpose of this definition, a controlling interest shall, in the case of a company, mean the beneficial ownership of shares carrying more than 50% of votes capable of being cast.

Insurer means the company or companies that underwrite the insurance risks of this Policy as detailed in the Schedule.

Limit means the amount specified in the Schedule which We may be liable to pay on Your behalf for liability which You have in respect of any Claim made against You under this Policy.

Location means the situation from which You operate Your Business, not being Your residential home.

Money means cash on hand and in bank accounts, current coin, bank notes, currency notes, cheques, credit card sales vouchers, postal orders, money orders, negotiable and non-negotiable securities and other like documents of value, all belonging to You or for which You are legally responsible or have assumed a responsibility to insure. Money does not include collectable items (for example coin or stamp collections), anticipated revenue or any form of crypto-currency.

North America means:

- the United States of America and the Dominion of Canada;
- any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and
- any country or territory subject to the laws of the United States of America or the Dominion of Canada.

Occurrence means one incident or a series of incidents which is in consequence of, or attributable to, one source or original cause including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury, Property Damage or Advertising Liability, which was not expected nor intended by You.

Personal Injury means:

- bodily injury, death, sickness, disease, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom;
- false arrest, false detention, wrongful imprisonment, malicious prosecution and humiliation;
- 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 You or at Your direction, but only with respect to liability other than fines and penalties imposed by law;
- wrongful entry or wrongful eviction or other invasion of privacy;

- defamation, libel and slander except arising out of Advertising Liability;
- assault or battery not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to person or property.

Personal Property means personal items designed to be worn or carried but not cheques, Money, credit cards, negotiable instruments, or firearms.

Policy means this Policy Wording, any amendments to it and the Schedule.

Policy Period means the period specified in the Schedule.

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

Product means anything, after it has ceased to be in Your possession or under Your control, that was or is deemed to have been sold, supplied, designed, created, developed, assembled, manufactured, grown, extracted, produced, processed, imported, exported, constructed, erected, repaired, serviced, renovated, treated, distributed, handled, installed, or disposed of by You or on Your behalf (including Your predecessors in Your Business), including labels, packaging or any container thereof the design, specification or formula of the products and directions, instructions or advice given or omitted to be given in connection with such products and anything which by law or otherwise You are deemed to have manufactured in the course of Your Business (including discontinued products). Product does not include:

- food and beverages supplied by You or on Your behalf primarily to Your Employees as a staff benefit;
- any property rented to or located for the use of others, and not sold by You.

Property Damage means:

- physical damage to or physical loss or destruction of tangible property including the loss of use of that property at any time resulting therefrom;
- loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible property.

Schedule means the schedule issued for this Policy (including for new policies, renewal policies, mid-term endorsements and cancellations). In the event of a claim it is the Schedule that applied at the time of loss.

Watercraft means any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

We, Us or Our means the Insurer(s) specified in the Schedule whether or not acting through its agent SafetyCulture Care and/or its claim handling and settling agent.

You, Your means the Insured and:

- every Director, executive officer, Employee, partner or shareholder of the Insured but only whilst acting within the scope of their duties in such capacity;
- any Director or executive officer of the Insured in respect of private work undertaken by the Insured's Employees for such Director or executive officer;
- every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with the Insured's consent (but not persons designated in the parts of this definition below) in respect of claims arising from their duties connected with the activities of any such club, organisation or service and which are incidental to Your Business;
- every principal of the Insured, in respect of that principal's liability caused by the performance of work for that principal, but subject always to the extent of coverage and the Limit provided by this Policy;
- each partner, joint venturer, co-venturer or joint lessee of the Insured but only:
    - with respect to liability incurred as the partnership, joint venture, co-venture, joint lease; and

- provided the partnership, joint venture, co-venture, joint lease has been notified to Us within 60 days of formation and shown in the Policy Schedule;

You, Your does not include the interest of any other person other than as described above.

Exclusions

The following exclusions apply to the Policy unless stated otherwise in the Schedule.

We will not pay any claim, compensation or cost, or defend any claim, for Your liability:

1. Advertising Liability

for Advertising Liability:

a. resulting from any statement, publication, utterance or testimonial used or made by You or at Your direction which You knew or a reasonable person in the circumstances would have known to be inaccurate, false or had no reasonable basis to believe to be true;
b. resulting from a defamatory statement used or made by You, or at Your direction, prior to the Policy Period;
c. resulting from any incorrect description of Your Products or services;
d. caused by a mistake in the advertised price of Your Products or services;
e. caused by the failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
f. resulting from failure of performance of any contract;
g. resulting from infringement of any trade mark, service mark or trade name, but this shall not relate to titles or slogans;
h. if Your Business is principally in advertising, broadcasting, publishing or telecasting.

2. Aircraft

for any claim arising from:

a. Your ownership, possession, cleaning, repair, maintenance, refuelling, operation, navigation or use of any Aircraft or hovercraft;
b. Products that are Aircraft or designed or manufactured for the purpose of being Aircraft components;
c. Products which You knew would be used as Aircraft components or used in the construction of any part of the hull or machinery of an Aircraft;
d. Your ownership, operation, navigation or use of any Watercraft, but this exclusion will not apply to Watercraft less than eight metres in length which is under the control of a licensed and qualified person for the vessel, or to a Watercraft of any length which You do not own or operate, but which is chartered by You for Business entertainment.

3. Professional Advice

if it arises from professional advice or service You provided or failed to provide, but this exclusion will not apply to:

a. advice or services by qualified medical practitioners, dentists, nurses, paramedics, and first aid attendants who are Your Employees and are employed by You to provide first aid and medical services to Your Employees at Your Location provided Your Business does not involve the provision of medical, dental or health care at Your Location;
b. advice or services provided by You without charge in circumstances whereby a fee would not usually be payable;
c. advice or services provided in relation to the use or storage of Your Products.

4. Contractual Liability

Arising in connection with any obligation assumed by you under a contract or agreement except to the extent that such liability would have been implied by law in the absence of such agreement;

However, this exclusion will not apply to liability:

a. arising out an Incidental Contract other than Your liability to insure any rented, hired or leased property; or
b. any agreement of a type referred to in General Condition, Release of Other Parties.

5. Damage to Your Products

for Property Damage to Your Products caused by a defect in the Products or their own harmful nature or unsuitability.

6. Employment Liability

any liability:

a. in respect of which You are or would be entitled to indemnity under any fund, scheme, Policy of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected;
b. imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or
c. relating to an Employment Practices Breach. For the purposes of this exclusion, Employment Practices Breach means:
    - any employment-related discrimination on any ground including but not limited to sex, age, religion, disability, race, colour, sexual orientation, marital status or pregnancy;
    - wrongful dismissal, discharge or termination of employment;
    - workplace or sexual harassment;
    - oral or written publication of material that slanders or libels an Employee;
    - breach of any oral, written or implied employment contract or misrepresentations as to terms of employment; or
    - denial of natural justice.

7. Defect

for Property Damage to any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by You or on Your behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work. But this exclusion shall not apply to Property Damage resulting from such work;

8. Fines and Penalties

for fines, penalties, punitive, liquidated or exemplary damages, aggravated damages or multiple damages, whether imposed on You through a court of law, legislation or under a contractual arrangement or otherwise;

9. Failure of Performance

for loss of use of tangible property which has not been physically lost, damaged or destroyed which is caused by:

a. Your failure to perform Your obligations under an agreement or contract on time, or at all;
b. Your Products or work performed by You or on Your behalf failing to meet the level of performance,

quality, fitness or durability warranted or represented by You, but this exclusion will not apply to the loss of use of other tangible property which occurs as a result of sudden and unexpected damage or destruction of Your Products or work performed by You or on Your behalf after they have been put to their intended use by anyone other than You.

10. Care, Custody or Control

for damage to property in Your care, custody or control other than:

a. the Personal Property, cheques, Money, credit cards, and negotiable instruments of any of Your Directors, officers or Employees, clothing and Personal Property of any of Your visitors;
b. property tenanted, leased, hired or temporarily occupied by You in the conduct of Your Business
c. any vehicle not owned or used by You or on Your behalf, including any contents, while the vehicle is in any car park owned or operated by You in the course of Your Business, provided You do not charge for the car parking or operate the car park for profit;
d. any other property which is not Yours, but which is lawfully in Your care, custody or control, except:
    - Property Damage to that part of any property upon which You are or have been working on and the loss arises directly from the performance of that work;
    - any property for which You are obligated to insure, or;
    - any property while in transit.

The most We will pay for any one Occurrence under this clause is the sub-limit amount shown in the Schedule.

11. Damage to Your Property

for loss of or damage to Your own property;

12. Product Guarantee

arising from any warranty or Product guarantee given by You or on Your behalf, unless the guarantee or warranty is required by law to be given;

13. Recall

for the withdrawal, recall, inspection, repair, adjustment, removal, modification or replacement of any property Your Products form a part of, or for the loss of use of Your Products, or any work completed by You or on Your behalf, after they have been recalled from sale or use by any party because of a known or suspected defect or deficiency in them;

14. Motor Vehicles

for Personal Injury or Property Damage which arises from Your ownership, possession or use of a motor vehicle:

a. which is required by law to be registered; or
b. for which compulsory liability insurance or statutory indemnity is required by virtue of any legislation,

but this exclusion will not apply to:

c. Personal Injury where the insurance or indemnity does not cover You and the lack of cover is not because of a breach by You of any law or regulation;
d. Personal Injury or Property Damage caused by the use of a tool, plant or equipment forming part of or attached to any motor vehicle or used in connection with a motor vehicle where applicable legislation does not require insurance against such liability;
e. Personal Injury or Property Damage that occurs during the loading or unloading of any motor vehicle where the Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability.

15. Exports to North America

arising out of or in connection with any of Your Products sent to North America with Your knowledge;

16. Asbestos

in connection with or in respect of asbestos or anything containing asbestos in any form or quantity, including in any way connected with investigation, testing or monitoring for, or preventing, removing, nullifying or cleaning up any asbestos, or involving any bodily injury, disease or illness related to asbestos;

17. Silica

if it arises directly or indirectly out of or in connection with the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of or presence of "silica" or "silica-related dust" or any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by You or by any other person or entity.

for the purposes of this exclusion,

a. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
b. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

18. Sexual Assault

for Personal Injury arising directly or indirectly out of or in connection with the actual, alleged, threatened or perceived sexual assault, sexual harassment or molestation of any person by You or any party for whom You may be vicariously liable. Further, We will not have any duty to defend any action, suit or proceedings brought against You or any other person;

19. Assault or Battery

arising from assault or battery committed by You or at Your direction unless reasonably necessary for the protection of persons or property. Further, We will not have any duty to defend any action, suit or proceedings brought against You or any other person.

20. Extreme Activities

arising directly or indirectly out of or in connection with any:

a. sporting or physical activities on or in water or snow, racing of any kind, aerial activities or equestrian activities;
b. amusement involving bodily contact with persons and/or machines (amusement includes but is not limited to sumo wrestling, bar flying, arm wrestling and mud wrestling). Machines or devices means machines or devices designed to challenge the user to contests of strength and/or other physical skills;
c. any ride or inflatable device;
d. use of weapons of any kind;
e. use of explosives.

21. Contamination

which arises directly or indirectly out of or in connection with the actual, alleged, threatened or suspected Contamination, or any expense for testing or monitoring for, or preventing, treating, detoxifying, removing, nullifying or cleaning up any Contamination.

However, other than in relation to:

a. preventing Contamination from the Location or any premises owned or occupied by You or on which You have property or conduct Your Business;
b. any Occurrence within North America;

this exclusion will not apply if the liability for, or expense incurred is consequent upon an Occurrence being sudden, identifiable, unintended and unexpected event from Your perspective, and which happens entirely at a specific time and place.

The most We will pay for any and all claims for Contamination in the aggregate during the Policy Period is the Limit stated in the Schedule.

22. Internet Operations

arising directly or indirectly out of or in connection with Your Internet Operations.

This exclusion will not apply to liability otherwise covered by this Policy which would have arisen irrespective of Your Internet Operations.

For this exclusion, Internet Operations includes but is not limited to, the following:

a. use of electronic mail systems by You or Your Employees, including part-time and temporary staff, and others acting on Your behalf;
b. access through Your network to the world wide web or a public internet site by You or Your Employees, including part-time and temporary staff, and others acting on Your behalf;
c. access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; or
d. the operation and maintenance of Your website.

Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

23. Hot Works

if it arises directly or indirectly out of or in connection with grinding, flame cutting, flame heating, brazing, hot welding or similar operation, unless such activity is conducted in strict compliance with all relevant laws, regulations, codes, standards and industry practices and a formalised hot work procedure or permitting process.

24. Electronic Data

caused or contributed by or arising directly or indirectly out of or in connection with:

a. the communication, display, distribution or publication of Electronic Data. But this exclusion does not apply to Personal Injury or Advertising Liability;
b. the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
c. an error in creating, amending, entering, deleting or using Electronic Data;
d. the total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all.

25. Communicable Disease

Any liability under this Policy in respect of any claims or costs arising out of any actual or alleged loss, liability, damage, compensation, loss of use, loss of profit, injury, sickness, disease, death, medical payment, defence cost, inquest cost, accident enquiry, cost, expense or any other amount incurred either directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or the actual or alleged transmission of a Communicable Disease.

As used herein, Communicable Disease shall mean:

a. any disease infectious in humans forming part of the Listed Human Diseases under, or is the subject of a Human Biosecurity Emergency under, the Biosecurity Act 2015 (Cth) and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the Biosecurity Act 2015 (Cth) in whole or part, whether or not such declaration has taken place before or after inception of this Policy;
b. any disease infectious in humans forming part of the Quarantinable Infectious Diseases as defined under the Health Act 1956 (NZ) and any of its subsequent amendments or any similar such listing of diseases under any subsequent statute that repeals and replaces the Health Act 1956 (NZ) in whole or part, whether or not such declaration has taken place before or after inception of this Policy; or
c. any pandemic or epidemic, as declared as such by the World Health Organisation.

26. Consequential Loss

Except as specifically provided otherwise, the Policy does not cover:

a. indirect or consequential loss of any kind; or
b. loss or damage caused by, contributed to by or arising from faults or defects known to You or any Employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time the Policy was entered into.

27. Cyber and Data

a. notwithstanding any provision to the contrary within this Policy or any endorsement thereto, for any loss, damage, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
    i. Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
    ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data,

    regardless of any other cause or event contributing concurrently or in any other sequence thereto.
b. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
c. If the Insurer alleges that by reason of this exclusion that loss sustained by You is not covered by this Policy, the burden of proving the contrary shall be upon You.

28. Intentional Acts

Loss, destruction, liability or damage directly or indirectly caused by, contributed to by or arising from any:

a. dishonest, fraudulent, criminal or malicious act;
b. wilful breach of any statute, contract or duty; or
c. conduct intended to cause loss or damage or with reckless disregard for the consequences,

carried out by You or any person acting with Your knowledge, consent or connivance.

29. Known Defects

Loss or damage caused by faults or defects which You, or any Employee whose actions You are liable for, knew about and did not disclose to Us prior to the commencement of the Policy Period.

30. War, Terrorism, Confiscation & Nuclear

We will not be liable for:

a. any loss, damage or liability directly or indirectly caused or occasioned by, in any way connected with or happening through or in consequence of or arising from any 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
b. any death, injury, illness, loss or damage directly or indirectly caused or contributed by, in any way connected with or arising or resulting from:
    i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss, damage, cost or expense, or
    ii. any action in controlling, preventing, suppressing, retaliating against or responding to any Act of Terrorism. any loss, damage or liability directly or indirectly caused by or arising from confiscation or nationalisation, or requisition or destruction of or damage to property by or under the orders of any government or public or local authority.
c. any loss, damage or liability directly or indirectly caused by, in any way connected with, contributed to by or arising from:
    i. ionising radiation from or Contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
    ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
    iii. any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

31. Biological or Chemical Materials

It is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

General Conditions

The following Conditions apply to the Policy unless stated otherwise.

1. Cross Liability

Every entity or person who is an Insured under this Policy will be covered as if a separate Policy had been issued to each of them, and each Insured is covered against claims made by any other Insured, subject to all the terms, conditions, exclusions and definitions of this Policy, provided that nothing in this clause results in the increase of the Limit or Supplementary Benefits in respect of any Occurrence.

2. Defective Products

You shall take reasonable steps, at Your own expense, to withdraw, inspect, repair, replace, trace, recall or modify any Product containing any defect or deficiency You are aware of or have reason to suspect.

3. Release and Subrogation - Government Authorities

Regardless of Our rights of recovery under the Claims Procedures and Conditions, You may without prejudicing

Your position under this Policy release any statutory governmental, semi-governmental or municipal authority from any liability if required at law, including by contractual agreement. We shall waive any subrogation rights, remedies or relief to which We are or may become entitled against that authority in the event of any Occurrence for which a claim may be made under this Policy.

4. Reasonable Care

We may refuse to pay a claim which may otherwise be covered under this Policy if You do not:

a. take all reasonable care to minimise loss, damage and liability, and to prevent personal injury or damage to Your property and the property of others, including Your compliance with all laws and regulations that apply to Your Business;
b. take all reasonable steps at Your expense, to trace, recall or modify any Products which You know or have reason to believe may be defective.

5. Prior Consent

There are certain benefits under the Policy which require You to obtain Our consent before incurring costs. In each case where prior consent is required, You must obtain it from Us before incurring such costs unless the Policy states otherwise. We will not unreasonably withhold or delay Our consent.

If You do not obtain Our prior consent where required, We may be able to reduce the claim payable by an amount that fairly represents the amount by which Our interests were prejudiced by Your failure to obtain Our prior consent.

6. Payment of Reasonable Costs

We will cover a range of different costs, charges and fees (“costs“) under this Policy, and unless We state otherwise, We will provide cover for the ‘reasonable’ amount of such costs.

Reasonable amount means an amount that is not excessive and which is properly due after You have given reasonable consideration to the potential courses of action available.

7. Paying Your Premium

We are entitled to deduct from any amount We pay You under a claim any premium that remains unpaid at the time of settlement.

You need to pay Your premium on time to ensure You are covered. If You don't pay the premium We may be entitled to reduce or refuse to pay a claim and cancel the Policy.

8. Accountancy Records

You must provide Us with all Business records and other documents that We reasonably require to properly investigate or verify claims.

9. Alteration to Risk

If there are any changes in the nature of Your Business during the Policy Period that may result in an increased risk of Your liability to third parties, You must tell Us as soon as reasonably possible after You become aware of such changes and provide any further information We may reasonably require.

If We agree to continue Your cover, We will let You know in writing, and You must pay Us any extra premium We require.

If You do not tell Us about the changes, it may result in Us refusing to pay a claim, reducing Our liability under the

Policy to the extent We have been prejudiced and/or cancelling the Policy (where permitted by law), except where We have specifically allowed changes without notification in a particular section of the Policy.

10. Acquisition of Companies

If You acquire any company or other legal entity within Australia during the Policy Period for the purposes of Your Business, We will cover You for Property and liability of the acquired company or entity, provided that:

a. the business of the acquired company or entity is a similar business to Your Business;
b. You advise Us of such acquisition within 30 days of it happening;
c. You accept Our terms and pay Us any additional premium We may require.

We will provide cover for such acquired company or entity, subject to the terms, conditions and limits applicable to this Policy.

11. Deductible

The Limits and sub-limits which We have agreed to pay under the Policy, are subject to You paying a Deductible in the event of a claim which is specified in the Schedule.

If more than one Deductible can be applied to one Occurrence, You will only need to pay the highest Deductible.

Depending on the type of claim, You may need to pay the Deductible to Us when the claim is settled, or We may deduct it from the amount We pay You.

The Limit and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any relevant Deductible.

12. GST Notice

This Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

a. Limits:

   All monetary Limits in this Policy may be adjusted for GST in some circumstances (see below).

b. Claims settlements - where We agree to pay:

   Where We agree to pay a claim and calculate the amount We will pay You, We will consider the following:

c. Acquisition of goods, services or repairs:

   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 pay the GST amount in addition to the Limit or sub-limits shown in the Policy or in the current Schedule (unless We state GST is included in the Limit).

   If Your Limit is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

   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.

d. Payment as compensation:

Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Where the Policy insures loss of Business Income, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

e. Disclosure – input tax credit entitlement:

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

13. Jurisdiction and Service of Suit

We agree that:

a. Your Policy is governed by the law of the Australian state or territory in which the Policy was issued. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the Policy was issued.
b. any summons notice or process to be served upon Us may be served upon:

Safety Culture Care Australia Pty Ltd
PO Box 304
Surry Hills, NSW 2010.

c. if a suit is instituted against Us, We will abide by the final decision, after all appeals, of the relevant Australian Court.

14. Non-Imputation

If more than one Insured is covered under this Policy, We agree that:

a. each Insured shall be regarded as having made its own proposal for this insurance;
b. any statement or representation made in any proposal shall be deemed to be a separate declaration, statement or representation by each Insured; and
c. any knowledge possessed by one Insured shall not be imputed to any other Insured.

15. Other Persons or Organisations

a. If there are other parties covered under this Policy, any unintentional error made by any one party will not prejudice the rights of any other party provided that the party which did not make the error tells Us in writing, within a reasonable time after becoming aware of the error. It is only necessary for You to tell Us about the error if the risk of loss or damage has increased as a result of the identification of the error. If the risk has increased, We may require an additional premium.
b. No interest in this Policy can be transferred without Our written consent.

16. Waiver of Subrogation Rights

Regardless of Our rights of recovery under the Claims Procedures and Conditions, We will waive any rights and remedies or relief to which We are or may become entitled by subrogation against:

a. any other party (including Directors, officers and Employees) who is insured under this Policy.
b. any entity (including its Directors, officers and Employees) owned or controlled by any Insured, or against any co-owner of the property for which a claim arises under this Policy for Property Damage.

17. Release of Other Parties

You may without prejudicing Your rights under the Policy enter into an agreement:

a. with any statutory, governmental or municipal authority to release such company or authority from liability if the agreement requires You to do so;
b. for storage of goods or merchandise if the terms of the contract include a disclaimer clause;
c. for the lease or hiring of any property which contains a clause which limits Your rights against the party You are hiring or leasing the property from.

18. Reasonable Care and Compliance

You shall take all reasonable care to prevent loss, damage or legal liability, maintain Your property in sound condition and, in particular, to minimise or avoid an Occurrence that may result in a claim under this Policy.

In addition, You shall comply with all relevant laws, regulations, codes, standards or industry practices during the Policy Period, minimise any loss or damage, and only employ competent Employees and ensure they adhere to these requirements.

19. Cancelling the Policy

When You can cancel:

You can cancel Your Policy at any time by giving written notice.

When We can cancel:

We can cancel Your Policy when the law allows Us to do so, including if:

- You failed to comply with Your duty of disclosure;
- We find out that You made a misrepresentation when You applied for, changed or renewed Your insurance;
- You don't comply with Your Policy's terms and conditions, including the terms of paying Your premium; or
- You make any fraudulent claim.

If We cancel the Policy, We'll give You at least 3 business days' notice in writing before the cancellation date, either:

- in person to You or Your agent;
- electronically; or
- by post to the address You've given Us.

If the Policy is cancelled either by You or Us, We'll refund any premium covering the rest of the Policy Period (less any minimum premium as stated in the Schedule).

20. Compliance with Policy Terms and Conditions

You are required to comply with the terms and conditions of the Policy. If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

21. Several Liability Notice

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract and/or the Schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

22. Alterations

Alterations in the cover required after this Policy is issued will be confirmed by a separate endorsement and/or Schedule. You should keep these with Your Policy document in a safe place in case You need to refer to it.

23. Sanctions Suspension

It is a condition of this Policy, and You agree, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the Insurer would expose that Insurer to any sanction, prohibition or restriction under any:

a. United Nations' resolution(s); or

b. the trade or economic sanctions, laws or regulations of the Australia, New Zealand, European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the Insurer would no longer be exposed to any such sanction, prohibition or restriction.

Claims Procedures and Conditions

1. Claims

If an Occurrence occurs which causes loss, damage or liability or which You think may result in a claim being made under this Policy, You must as soon as reasonably possible, at Your own expense:

a. tell Us about the claim and if We request, complete a claim form within a reasonable time after the Occurrence which caused the loss, damage or liability. If We ask You to provide Us with a statutory declaration You must provide it.
b. You must provide Us with details of any other Policy which may provide cover for any of the loss, damage or liabilities insured by this Policy.
c. provide Us with any documents and full details of other relevant legal or other proceedings such as an impending prosecution or inquest You receive or become aware of which relate to the loss, damage or liability as soon as reasonably possible.
d. take all reasonable action to:

    i. recover lost or stolen property and minimise the claim;
    ii. prevent further loss, damage or liability.

d. inform the police as soon as reasonably possible of any malicious damage, theft, attempted theft or loss of property which may give rise to a claim under this Policy;
e. take reasonable steps to preserve any products, appliances, plant or other items which might prove necessary or useful as evidence until We have had an opportunity for inspection. To ensure You are covered please contact Us before any repairs or disposal.

However, You must not:

g. admit liability, make any agreement to pay for damage or agree or offer to settle any claim, without Our written consent. If You do, We may not pay the claim.
h. incur any costs or expenses or authorise repairs (other than necessary temporary repairs) without Our agreement.

2. If a Claim is Made

a. You must cooperate with Us and give Us all the information and assistance We may reasonably require in respect of Your claim.
b. You must comply with all the terms of the Policy including the general conditions and claims conditions. We may reduce or refuse Your claim to the extent We are prejudiced by Your noncompliance.
c. We have the right to conduct any legal proceedings that occur, and to take over and conduct, in Your name, the defence or settlement of any claim.
d. We may at any time, pay to You for all claims (or series of claims caused by the one Occurrence):
    i. the amount of the Limit or sub-limit less any amounts already paid by Us for that claim;
    ii. any lesser amount that the claim can be settled for.
e. after We have settled the claim or paid the Limit to You, We shall relinquish the control of the claim and will not be under any further liability in relation to that claim.

3. Rights of Recovery

If We have paid a claim or accepted liability under this Policy, We have the right to take action in Your name to recover against any party who may have a legal liability to You in relation to that claim. These are called subrogation rights.

You must provide Us with all the information that is relevant to Our right to take such action and provide Us with all reasonable assistance, and You must not make any agreement with any such party or make any admissions that may have the effect of limiting or excluding Your rights against such party and/or Our rights to recover against such party.

4. Recoveries

Subject to Section 67 of the Insurance Contracts Act 1984 (Cth), any recoveries obtained from other parties after the settlement of a claim under this Policy, net of the expense of such recovery, will be allocated as follows:

a. first, to You for Your uninsured loss in respect of a claim paid under this Policy (disregarding the amount of any Deductible applicable);
b. secondly, to Us in reimbursement of the amount paid to You in respect of that claim; and
c. thirdly, to You in satisfaction of any Deductible amount You contributed in relation to the claim.

Any other monies remaining after these allocations will be retained by Us.

Nothing in this condition shall prevent You and Us entering into a “Subrogation Agreement” following a loss agreeing to a different basis of sharing costs and expenses and the allocation of monies recovered.

5. Fraudulent Claims

If You or any party covered by Your Policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.