



Motor Club Liability Policy

ABN 51 090 508 142
ACN 090 508 142
AFSL 236650

Level 5, 90 Collins Street
Melbourne VIC 3000
Telephone: (03) 8660 7000

General & Products Liability Policy

LLOYD'S CERTIFICATE OF INSURANCE

effected through **AXIS UNDERWRITING SERVICES Pty Ltd** (hereinafter called the **Coverholder**)

This Certificate of Insurance confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to Indemnify the Insured, in accordance with the wording attached to the Certificate.

You or Your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the underwriters at Lloyd's is liable by requesting them from the Coverholder. In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

In accepting this insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form. You should read this Certificate, Schedule and policy wording carefully and if it is not correct contact Your Broker or Axis Underwriting Services Pty Ltd. It is an important document and You should keep it in a safe place with all other papers relating to this insurance.

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000

Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

who will refer your dispute to Policyholder & Market Assistance at Lloyd's.

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaints process.

The Underwriters accepting this insurance agree that;

- i. if a dispute arises under this insurance it will be subject to Australian law and practice and the Underwriters 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 Underwriters may be served upon:
Lloyd's Underwriters General Representative in Australia
Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
who has authority to accept service and to appear on the Underwriters' behalf;
- iii. if a suit is instituted against any of the Underwriters all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to **AXIS UNDERWRITING SERVICES Pty Ltd**.

The Certificate is issued by the Coverholder in accordance with the authority granted to them by certain Underwriters at Lloyd's under the Agreement referred to in the Schedule.

INSURING AGREEMENTS

1. **COVERAGE**

Subject to the terms, definitions, conditions, limitations and exclusions of this Policy the Insurers will indemnify the Insured for all sums which the Insured shall be legally liable to pay as Compensation in respect of Personal Injury or Property Damage occurring during the Policy Period as a result of an Occurrence happening in connection with the Business of the Insured described in the Schedule.

2. **LIMITS OF LIABILITY**

The Insurers liability in respect of any one Occurrence shall not exceed the limit stated in the Schedule. All Personal Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence. The total aggregate liability of the Insurers during any one period of insurance for all claims arising out of the Insured's Products shall not exceed the limit of liability stated in the Schedule. The total aggregate liability of the Insurers during any one period of insurance for all claims arising out of Pollution shall not exceed the limit of liability stated in the Schedule.

3. **POLICY PERIOD**

The period stipulated in the Schedule or such further period for which the Policy has been renewed as shown in a renewal Schedule.

4. **SUPPLEMENTARY PAYMENTS**

In addition to the Limits of Liability stipulated in the Schedule, the Insurers will pay:

- a) all reasonable charges, expenses and legal costs incurred by either the Insurers or the Insured with the written consent of the Insurers in the settlement or defence of any claim for Compensation in respect of which the Insured is entitled to indemnity under this Policy; and
- b) all charges, expenses and legal costs recoverable from the Insured by claimants in connection with the Compensation.

PROVIDED that:

- (i) the Insurers liability to pay either or both of these types of charges, expenses or legal costs shall cease upon the Limits of Liability as stipulated in the Schedule having been exhausted by payment of judgements or settlements;
- (ii) if a payment exceeding the Insurer's Limit of Liability has to be made to dispose of a claim, the Insurer's liability to pay any Supplementary Payments in connection therewith shall be limited to such proportion of the said supplementary payments as the Limits of Liability bear to the amount to dispose of the claim.

DEFINITIONS

Whenever appearing in the Policy or any annexes forming part hereof, the following terms shall, unless the context specifically provides to the contrary, be interpreted in the manner described below:

1. **PERSONAL INJURY**

- a) bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury;
- b) false arrest, detention, false imprisonment, malicious prosecution or humiliation;
- c) the publication or utterance of libel or slander or any other violation of an individual's right of privacy except:
 - (i) prior to the commencement of this policy;
 - (ii) in the course of publication for sale or reward of newspapers, journals, books, periodicals or light publications by or on behalf of the Insured;
 - (iii) by or with the authority of the Insured when the Insured knew the publication or utterance to be false.
- d) wrongful entry or eviction or other invasion of the right to private occupancy;
- e) 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

2. **PROPERTY DAMAGE**

- a) physical damage to or destruction of or loss of tangible property, including the loss of use following such physical damage or destruction;
- b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence.

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3. OCCURRENCE

An event including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage, neither expected nor intended from the standpoint of a reasonable person in the position of the Insured. All events of a series consequent on or attributed to one source or original cause will be deemed one Occurrence.

4. COMPENSATION

Monies paid or agreed to be paid by judgement or settlement for:

- a) Personal Injury
- b) Property Damage.

Provided that Compensation is payable only in respect of an Occurrence to which this insurance applies.

5. INSURED

The Insured named in the Schedule, and:

- (a) any subsidiary company (including subsidiaries thereof) of the named Insured and any other organisation under the control of the named Insured and over which it is exercising active management;
- (b) any corporation acquired by the named Insured during the Policy Period which place of incorporation is in Australia, provided such acquisition is reported to the Insurers within ninety (90) days after the date of acquisition and provided further notice of such acquisition is endorsed on the Policy.

The coverage provided by this Policy extends to the following:

- (i) any director, officer, employee, partner or shareholder of the Insured, but only whilst acting within the scope of their duties in such capacity;
- (ii) any principal in respect of the liability of such principal, arising out of the performance by the named Insured or by a company designated in paragraph (a) above of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement;
- (iii) any social and/or sporting club formed with the consent of the Insured including an office bearer or member thereof in respect of claims arising from their duties connected with those activities.

6. INSURED'S PRODUCTS

Any commodity, article or thing (after they have ceased to be in the possession or under control of the Insured) which was, or is deemed by law to have been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, altered, repaired, serviced, treated, sold, supplied, distributed, imported or exported by the Insured (including any container thereof other than a Vehicle).

7. VEHICLE

Any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachments made or intended to be drawn by any such machine.

8. WATERCRAFT

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

9. HOVERCRAFT

Any vehicle or vessel supported by a cushion of air.

10. AIRCRAFT

Any vehicle designed to transport persons or property in the air or space.

11. AUSTRALIA

All States and Territories comprising Australia.

12. INDEMNITEE

Indemnitee is a party entitled to indemnity pursuant to a contract entered into between that party and the Insured.

13. POLLUTION

The discharge, dispersal, release or escape of smoke, vapour, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials which includes materials to be recycled, reconditioned or reclaimed, other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water.

14. TOOL OF TRADE

Tool of trade means the intended use of a vehicle whilst engaged on a work site.

Tool of Trade does not include:

- (a) Vehicles whilst in transit to or from or within any work site;
- (b) Vehicles used for transport or haulage.

15. POLICY PERIOD

The period stipulated in the Schedule and further defined in the Insuring Agreements.

16. LIMITS OF LIABILITY

The Insurer's liability stipulated in the Schedule and further defined in the Insuring Agreements.

17. SCHEDULE

The Schedule attaching to and forming part of the Policy Wording including any Schedule substituted for the original Schedule.

EXCLUSIONS

This Policy does not cover:

1. Any:
 - (a) Personal Injury to any of the Insured's workers arising out of or in the course of their employment in the Insured's Business;
 - (b) Personal Injury to any person who is, pursuant to any legislation relating to Workers' Compensation, deemed to be a worker of the Insured;
 - (c) liability for which the Insured is entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to Workers' Compensation, whether or not the Insured is a party to such contract of insurance;
 - (d) liability imposed by the provisions of any Workers' Compensation legislation or any industrial award or agreement or determination.
2. Property Damage to:
 - (a) property owned by or leased or rented or hired to the Insured;
 - (b) property which is in the Insured's physical or legal control;Providing this Exclusion 2. shall not apply to liability for Property Damage to:
 - (i) premises which are leased, or rented or hired to the Insured where such Property Damage is caused by fire, explosion, water discharging or leaking from any pipe or water system or by impact caused by any Vehicle;
 - (ii) Vehicles (other than Vehicles owned or used by or on behalf of the Insured) in the physical or legal control of the Insured whilst such Vehicles are in a car park owned or operated by the Insured other than for income or reward as a car park operator;
 - (iii) workers' property;
 - (iv) property which is in the Insured's physical or legal control, to a Limit of Liability designated in the Schedule, and this Limit of Liability designated is the total aggregate liability Insurers during any one period of insurance will pay as Compensation for all claims arising out of Property Damage to property which is in the Insured's physical or legal control.
3. Property Damage to the Insured's Products if such damage is attributed to any defect therein or the harmful nature or unsuitability thereof, including claims in respect of the cost of performing, completing, repairing, correcting or improving any work undertaken by or on behalf of the Insured.
4. Liabilities assumed by the Insured under any contract or agreement as regards:
 - (a) the Insured's Products;
 - (b) contracts or leases of real or personal property where such liabilities arise from the Insured's obligations to effect insurances over such property;
 - (c) liquidated damages or penalties imposed under any contract or agreement;
 - (d) liability in respect of Personal Injury or Property Damage arising from the sole negligence of the Indemnitee;Providing that this Exclusion 4. Does not apply to:
 - (i) liabilities which would have been implied by law in the absence of such contract or agreement;
 - (ii) liability assumed by the Insured under a warranty of fitness or quality as regards the Insured's Products;
 - (iii) those written contracts as are specifically designated in the Schedule.
5. Property Damage to work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
6. Loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (a) a delay in or lack of performance by or on behalf of the Insured in respect of any contract or agreement;
 - (b) the failure of the Insured's Products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured; but this Exclusion 6. (b) shall not apply to loss of use of other tangible property resulting from an immediate or instantaneous Occurrence causing physical damage to or destruction of the Insured's Products or work that has been put to its intended use by any person or organisation other than The Insured.
7. Compensation claimed in respect of the recall, inspection, repair, removal, replacement or loss of use of the Insured's Products or work performed by or on behalf of the Insured to any property of which such products or work form a part if such products or work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
8. Any liability arising from any product guarantee given by or on behalf of the Insured
9. Any liability arising out of the ownership, maintenance, operation, loading, unloading or use of:
 - (a) any Aircraft, aircraft landing area or airport; or Hovercraft, hovercraft docking area or bay;
 - (b) any Watercraft whilst afloat exceeding 8 metres in length; but this exclusion 9. (b) shall not apply in respect of Watercraft owned and operated by persons other than the Insured and used by the Insured for social purposes or business entertainment.

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10. (a) Personal Injury arising out of the ownership, maintenance, operation or use by the Insured of any Vehicle in respect of which compulsory insurance is or should be available for such Personal Injury;
- (b) Property Damage arising out of the ownership, maintenance, operation or use by the Insured of any Vehicle in respect of which there is required to be in force a policy of compulsory liability insurance;
- Provided that this Exclusion 10 (b). shall not apply to Vehicles whilst being operated or used by or on behalf of the Insured as a Tool of Trade.
11. Any Liability arising out of:
- (a) the selling, leasing, hiring or manufacturing of any Aircraft or aerial device;
- (b) the manufacture supply of parts and/or products that are installed with the Insured's knowledge in any Aircraft or aerial device.
12. Fines and penalties imposed by law.
13. Any liability arising out of Pollution, including any cost or expenses removing, nullifying or cleaning-up such contamination or Pollution. Provided this Exclusion 13. shall not apply to Pollution caused by an immediate or instantaneous and identifiable Occurrence, but in no event shall this insurance apply to Personal Injury or Property Damage arising out of continuous repeated exposure to substantially the same general conditions if such conditions are known to the Insured prior to the immediate or instantaneous and identifiable Occurrence. It is further agreed that expenses for the prevention of Pollution shall also form part of this Exclusion 13. and shall not be recoverable under this insurance.
14. Any liability directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or local authority.
15. Any liability directly or indirectly caused by or contributed to by or arising from:
- (a) ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this Exclusion 15.(a) only, combustion shall include any self-sustaining process of nuclear fission;
- (b) Nuclear weapons material.
16. Any liability in respect of Personal Injury or Property Damage (including loss of use of property) which is actually or allegedly, in whole or in part, directly or indirectly arising out of, resulting from, connected to, aggravated by, based upon or attributable to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos. This exclusion shall apply notwithstanding there are other perils which actually or allegedly, directly or indirectly contributed concurrently, consecutively or in any sequence to a loss.
- Further this Policy shall not indemnify the Insured for any Claim arising out of, resulting from, connected to, aggravated by, based upon or attributable to the recall of any Products due in whole or in part to an asbestos health hazard.
- The Insurers shall have no duty to indemnify the insured for any Claim that in fact, whether in whole or in part, directly or indirectly, arises out of, results from, is connected to, is aggravated by, is based upon or is attributable to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos notwithstanding the Claim is not alleged or pleaded so as to include any allegation of manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos.
- The Insurers shall have the right to adduce evidence extrinsic to the pleadings in any action, application or Petition for coverage brought by an Insured where that extrinsic evidence is relevant to prove the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos in fact.
17. Claims arising out of or incurred as a result of the rendering or a failure to render:
- (a) professional advice or service (other than medical first aid):
- (b) advice (other than advice in respect of the use of the Insured's Products), designs or specifications for a fee.

18. Claims made and actions:
 - (a) instituted within the United States of America or the Dominion of Canada or any other territory coming within jurisdiction of the courts of the United States of America or the Dominion of Canada;
 - (b) to which the laws of the United States of America or the Dominion of Canada apply;
 - (c) instituted in any country outside Australia where the law of that country requires that liability in respect of products sold or supplied shall be insured or secured with an insurer or organisation which is licensed in that country to grant such insurance or security.
19. Any award for punitive, exemplary, multiple or aggravated damages.
20. Any liability in respect of Personal Injury or Property Damage (including loss of use of property) which is actually or allegedly, in whole or in part, directly or indirectly, arising out of, resulting from, connected to, aggravated by, based upon or attributable to the presence, growth, proliferation, spread or activity of a biological agent, including but not limited to, mould, fungus, spores, mildew, mushrooms, yeast, or biocontaminants or any by-product therefrom. This exclusion shall apply notwithstanding there are perils other than biological agents which may have actually or allegedly, in whole or in part, directly or indirectly, contributed concurrently or consecutively or in any sequence to a loss.

The Insurers shall have no duty to indemnify the Insured for any Claim that in fact, whether in whole or in part, directly or indirectly, arises out of, results from, is connected to, is aggravated by, is based upon or is attributable to the presence, growth, proliferation, spread or activity of a biological agent notwithstanding the Claim is not alleged or pleaded so as to include any allegation of a biological agent or agents.

The Insurers shall have the right to adduce evidence extrinsic to the pleadings in any action, application or Petition for coverage brought by an Insured where that extrinsic evidence is relevant to prove the presence, growth, proliferation, spread or activity of a biological agent in fact.

CONDITIONS

1. **CHANGE OF RISK**
 - (a) Every change materially affecting the facts or circumstances existing at the commencement of this insurance or any subsequent renewal date shall be notified to the Insurers immediately such change comes to the notice of the Insured or any officer or representative of the Insured.
 - (b) Notification to any agent or broker, or knowledge possessed by any agent or broker, or by any other person shall not constitute notice to the Insurers and shall not effect a waiver or change in any part of this Policy or prevent the Insurers from asserting any right under the terms of this Policy. No part of this Policy shall be waived or changed except by endorsement issued to form part of this Policy.
2. **PREMIUM**
 - (a) Unless otherwise provided for the premium for this Policy is an adjustable premium. In the event of an additional Insured being added to the coverage under this Policy during the currency of this Policy prompt notice shall be given to the Insurers which shall be entitled to charge an appropriate additional premium.
 - (b) If the first or renewal premium for this policy or any part thereof shall have been calculated on estimates furnished by the Insured then the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurers to inspect such record. The Insured shall within thirty days after the expiry of each Policy Period furnish to the Insurers such particulars and information as the Insurers may require. The premium for such Policy Period shall thereupon be adjusted and any difference paid by or allowed to the Insured as the case may be subject to receipt and retention of the minimum premium charged by the Insurers.
3. **INSPECTION AND AUDIT**

The Insurers shall be permitted but not obligated to inspect the Insured's property and operation at any reasonable time. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe or healthy, or are in compliance with any law, rule or regulation. The Insurers may examine and audit the Insured's books and records at any time during the Policy Period and within three (3) years after the final termination of the Policy, as far as they relate to the subject matter of this insurance.

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4. INSURED'S DUTIES IN THE EVENT OF AN OCCURRENCE, CLAIM OR SUIT

- (a) The Insured shall give notice in writing to the Insurers as soon as practicable of every Occurrence, claim, proceeding, impending prosecution or inquest and shall immediately forward to the Insurers all information and documents received or held by them or their representatives relating thereto.
- (b) In the event of an Occurrence or the likelihood of an Occurrence the Insured shall take at his own expense all reasonable steps to prevent Personal Injury or Property Damage arising or continuing out of the same or similar conditions.
- (c) The Insured shall co-operate with the Insurers and upon the Insurers request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of an Occurrence and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- (d) The Insured shall use his best endeavours to preserve all property that may assist in the investigation of an Occurrence or the defence of a claim or in the exercising of the Insurer's rights of Subrogation and so far as may be reasonably practical no alteration or repair shall be made to any property without the consent of the Insurers until the Insurer has had the opportunity of inspection.
- (e) The Insured shall not without the written consent of the Insurers make any admission, offer, promise or payment in connection with any Occurrence or claim, and the Insurers if they so desire shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim.

5. SUBROGATION

In the event of any payment under this Policy to or on behalf of the Insured, the Insurers shall be subrogated to all the Insured's rights of recovery against any person or organisation and the Insured shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. Any amount so recovered shall be applied in the following order of priority:

- (a) FIRST to the uninsured proportion of the loss;
- (b) SECOND to reimburse the Insurers to the extent of its actual payment hereunder;
- (c) THIRD if any balance then remains unpaid it shall be applied to reimburse the Insured as their interest may appear.

The expense of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no such recovery in proceedings conducted solely by the Insurers, it shall bear the expenses thereof.

6. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Insurers until its consent is endorsed hereon. If, however, the Insured shall die, or be adjudged bankrupt or insolvent, such insurance as is afforded by this Policy shall apply:

- (a) to the Insured's appropriate legal representative, as the Insured, but only while acting within the scope of his duties as such;
- (b) with respect to the property of the Insured, to the person or corporation having proper temporary custody thereof, as the Insured, but only until the appointment and qualification of the legal representative.

7. CROSS LIABILITY

Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct entity and the word Insured shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties provided that nothing in this clause shall result in an increase of the Insurers Limits of Liability in respect of any Occurrence or Period of Insurance.

8. OTHER INSURANCE

If in respect of any liability the Insured shall be entitled to indemnity under this Policy and any other policy of insurance, this policy does not cover such liability except in respect of any excess beyond the amount payable under such other policy of insurance.

9. REASONABLE PRECAUTIONS

The Insured shall take all reasonable precautions to prevent Personal Injury and Property Damage and to comply with all statutory obligations and regulations imposed by any authority.

10. CANCELLATION

- (a) This policy may be cancelled at any time at the request of the Insured. The Insurers may cancel the Policy only in accordance with the provisions in that regard contained in the Insurance Contracts Act 1984.
- (b) Adjustment of premium:
 - (i) After cancellation by the Insured the Insurers shall retain or be entitled to the premium for the period during which the Policy has been in force plus the Insurers cancellation charge or if applicable after adjustment in accordance with Condition 2.(b) of the Policy.
 - (ii) After cancellation by the Insurers the premium for the period prior to cancellation shall be adjusted in the manner provided by Condition 2. (b) of the Policy or if that Condition is not applicable the Insured shall be entitled to a pro-rata refund of the unexpired premium.
- (c) Notwithstanding the termination or cancellation of the Policy the Insured shall furnish such particulars as the Insurers may require for the adjustment of the premium as aforesaid.

TERRORISM EXCLUSION ENDORSEMENT

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 endorsement 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 endorsement 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 Underwriters 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 Assured.

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

08/10/01
NMA2920

AUSTRALIA TERRORISM INSURANCE ACT 2003 NOTICE

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

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

27/01/04
NMA2984

RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

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 of 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.

4/4/68
NMA1622

General & Products Liability Policy

LLOYD'S AUSTRALIAN ALTERNATIVE DISPUTES RESOLUTION CLAUSE

In the event that a dispute arises between Underwriters and the Insured/Reinsured out of or otherwise in relation to this agreement, then:

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

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

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

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

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

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

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

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

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

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

LSW 1145

SANCTION LIMITATION and EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (Insurance)

General & Products Liability Policy

MOTOR CLUB LIABILITY POLICY A

ENDORSEMENTS

The following Endorsements attach to and form part of Motor Club Liability Policy A

DEFINITION OF THE INSURED

DEFINITION 5. INSURED is deleted and replaced with;

The Insured named in the Schedule and the policy extends to cover the personal liability of any Chairman/President, Chief Executive Officer, Board Member, Committee Member, Employee, Member, Official and Volunteer including any accompanying member of their families, whilst travelling anywhere in the World on the business of the Insured.

1. EMERGENCY MEDICAL EXPENSES

INSURING AGREEMENT Item 4. SUPPLEMENTARY PAYMENTS is extended to include

- (c) Reasonable expenses of immediate emergency medical assistance to third parties in respect of Personal Injury for which the Insured is or may become liable and which could result in a claim under this Policy.

2. PHYSICAL & LEGAL CONTROL – VEHICLES EXCLUDED

EXCLUSION 2 is deleted and replaced with;

Property Damage to:

- (a) property owned by or leased or rented or hired to the Insured;
- (b) property which is in the Insured's physical or legal control;

Providing this Exclusion 2. Shall not apply to liability for Property Damage to:

- (i) premises which are leased, or rented or hired to the Insured where such Property Damage is caused by fire, explosion, water discharging or leaking from any pipe or water system or by impact caused by any Vehicle;
- (ii) workers' property;
- (iii) property including Vehicles (other than Vehicles owned by the Insured) which are in the Insured's physical or legal control, to a Limit of Liability designated in the Schedule.

3. SEXUAL HARASSMENT EXCLUSION

This Policy does not cover any liability of the Insured directly or indirectly arising out of sexual assault, sexual harassment, sexual molestation, rape or the consequences thereof.

4. HOLD HARMLESS

Where the Insured is required, as a condition of being granted permission to hold an event, to enter into a "Hold Harmless" agreement with the appropriate authority this Policy extends to include the Insured's legal liability in the manner set out by this clause arising out of Permissive Occupancy granted by *(insert name of authority requiring the Hold Harmless Agreement)* in the following terms:

"*(Insert name of Insured)* shall indemnify and keep indemnified *(insert name of Authority requiring "Hold Harmless" Agreement)* from and against actions, suits, claims and demands of whatsoever nature and all costs and expenses in respect of any Personal Injury or Property Damage which may arise out of the granting of permission to organise and hold *(Insert name of Event)* notwithstanding that the conditions of this permission shall in all respects have been observed by *(insert name of Insured)* or that any such Personal Injury or Property Damage shall arise from any act or thing which they may be licensed or compelled to do there under."

This extension operates notwithstanding anything contained in the Policy to the contrary.

5. COMMONWEALTH OF AUSTRALIA

This policy extends to indemnify the legal liability of the Commonwealth of Australia, its servants or agents provided such legal liability arises out of or in connection with activities covered by this Policy and undertaken by the Insured on land and/or property owned or occupied by the Commonwealth of Australia and to this extent the Commonwealth of Australia shall be deemed to be insured under the policy.

6. MEMBER TO MEMBER LIABILITY

This Policy extends to indemnify the Insured, in accordance with and subject to the terms and conditions of this Policy, in respect of the legal liability of one member of an affiliated and/or associated club to another member of an affiliated and/or associated club.

It is understood and agreed that nothing contained in this extension clause shall be deemed to increase the liability of the Insurers beyond the limit of liability as set out in the Schedule to this Policy.

7. VEHICLE – GAP COVER

Policy Exclusion 10. is deleted and replaced with the following:

The Insurer will not pay compensation for

- a. Personal Injury caused by the Insured's use of any Vehicle, other than as a tool of trade in respect of which there was, at the time of the event giving rise to a claim, a statutory obligation to effect insurance or to contribute to a fund but only to the extent that such insurance or fund is required to provide indemnity.
- b. Property Damage caused by the Insured's use of any Vehicle, other than as a tool of trade in respect of which there was, at the time of the event giving rise to a claim, a statutory obligation to register the vehicle or where the vehicle is insured under a non-statutory motor vehicle insurance arranged by the Insured.

Provided that this Exclusion shall not apply to Personal Injury or Property Damage arising from the

- i. Delivery or collection of goods to or from any Vehicle.
- ii. Loading or unloading of any Vehicle.
- iii. Use of any mobile plant, machinery or lifting apparatus on any site where the Insured is undertaking any work or at any premises owned, occupied or used by the Insured.
- iv. Use by employees or other persons in the course of the Business of any Vehicle not owned, leased or hired by the Insured and not required to be insured by them by virtue of any Act or Ordinance relating to its use.
- v. Weight of any Vehicle, trailer or load carried thereon, which causes damage to any bridge, weighbridge or road.
- vi. The use of any Vehicle within the boundaries or which is normally used or operated within the boundaries of any property owned or leased by the Insured.

Provided further that this exclusion shall not apply to a. Personal Injury where there has been an accidental or erroneous failure to maintain statutory insurance or contribution to a fund or where indemnity is not granted under such insurance or fund.

8. RADIO CONTROLLED MODEL CAR RACING

In respect of Radio Controlled Model Car Clubs this policy extends to include racing and practicing of radio controlled model cars not exceeding 5 kilograms in weight provided;

1. the race area is completely fenced with material suitable to prevent model cars from leaving the race area, and
2. that spectators are not permitted onto the race area during racing or practicing, and
3. that race car drivers are located on an elevated platform or behind fencing while racing or practicing.

General & Products Liability Policy

9. SCRUTINEERING EXTENSION

This Policy extends to include inspections of member vehicles conducted under the relevant State Conditional Vehicle Registration or Club Permit Scheme.

(a) Claims Made Basis

The Insurers will indemnify the Insured Club for claims under this extension first made against the Club and notified to the Insurers during the Period of Insurance.

(b) Limit of Indemnity

\$1,000,000 any one claim and in aggregate for all claims from any one Club in any one period of insurance, and \$5,000,000 in aggregate for all claims over all Clubs participating in the scheme under this policy in any one period of insurance.

(c) Exclusions Policy A

(i) Exclusion 17 is amended to read

17. Claims arising out of or incurred as a result of the rendering or a failure to render:

- (a) professional advice or service (other than medical first aid);
- (b) advice (other than advice in respect of the use of the Insured's Products), designs or specifications for a fee;

Other than inspection, mechanical or engineering reports issued under the relevant State Conditional Vehicle Registration or Club Permit Scheme for registered Club members by Registered Club Inspectors.

(ii) Authenticity Exclusion

This extension does not cover any liability arising from any certificate, guarantee, statement or inference of authenticity of any vehicle and/or component parts.

(iii) Limitation of Cover

Cover under this extension is limited to inspections and reports conducted in accordance with relevant State Conditional Vehicle Registration or Club Permit Scheme Legislation.

POLICY B

ASSOCIATIONS LIABILITY INSURANCE

The Insurers having received from the Office Bearers of the Association specified in the Schedule a written proposal which it is hereby agreed is the basis of and is incorporated into this policy and subject to payment of the premium specified in the Schedule agree in accordance with the Insuring Clauses contained in the policy, subject to its terms, conditions and limitations, to;

1. INSURING CLAUSE

(a) Errors and Omissions Insurance

Indemnify the Insured against Loss arising from any claim or claims by reason of any Wrongful Act in the course of Professional Services rendered or which should have been rendered first made against them jointly or severally and notified to the Insurers during the Period of Insurance.

(b) Office Bearers Liability Insurance

Indemnify the Office Bearers of the Association against Loss arising from any claim or claims by reason of any Wrongful Act in the capacity of Office Bearer of the Association first made against them jointly or severally and notified to the Insurers during the Period of Insurance.

(c) Associations Insurance

Pay on behalf of the Association Loss arising from any claim or claims by reason of any Wrongful Act committed by Office Bearers whilst acting in the capacity as an Office Bearer of the Association first made against the Office Bearers of the Association jointly or severally and notified to the Insurers during the Period of Insurance, but only when the Association shall be required or permitted to indemnify the Office Bearers pursuant to the law, common or statutory, or the Memorandum or Articles of Association.

(d) Employment practice liability

Pay on behalf of the Insured, Loss resulting from Claims first made against the Insured and notified to the Insurer during the Policy Period, where such Loss is in respect of or arising out of an Employment Wrongful Act. The total liability of the Insurer under this Insuring Clause will not exceed in the aggregate the Employment Practice Liability Sub-limit specified in the Policy Schedule.

(e) Insuring clause: Tax audit

If Tax Audit Cover is noted as 'Included' in the Policy Schedule, then following completion of a Tax Audit the Insurer will pay the Association for Policy Claims for Professional Adviser Fees incurred by the Association in connection with a Tax Audit commenced and notified to the Insurer during the Policy Period. Provided that the Association:

(a) lodges taxation and other Returns and pays all taxes within 90 days of the time limits prescribed by statute, or if an extension is granted by the Auditor, within the further period granted; and

(b) responds to letters, requests and enquiries from the Auditor within a reasonable time; and

(c) makes full and complete declarations of all relevant liabilities, income and capital gains derived by it and of all Commonwealth, State or Territory taxation liabilities due to be paid or remitted by it during each year of income covered by this Policy, and all deductions including capital losses or other amounts claimed by it in respect of the same period.

For the purpose of this Insuring Clause, the Tax Audit commences at the time the Association or its Professional Adviser first receives notice that the Auditor proposes to conduct a Tax Audit and is completed when:

(d) the Auditor has given written notice to that effect; or

(e) the Auditor notifies the Association that it has made a Concluded Decision; or

(f) the Auditor has issued an assessment or an amended assessment of the Association's Returns; or

(g) in the absence of d, e or f, where the Association's Professional Adviser declares in writing that such a Tax Audit has been concluded.

The total liability of the Insurer under this Insuring Clause will not exceed in the aggregate the Tax Audit Sub-limit specified in the Policy Schedule.

General & Products Liability Policy

2. DEFINITIONS

The following definitions shall have the same meaning throughout this Insurance whether expressed in the singular or the plural.

- (a) **“Office Bearer”** shall mean any person who was or is or may hereafter be *Chairman, President, Chief Executive Officer, Secretary, Board Member, Committee Member, Employee or Official* of the Association provided always that such definition will include persons whose positions terminate during the Period of Insurance. Excluding Liquidators, Receivers and Managers, Official Managers, Administrators, Trustees, Administrators of Compromise or Arrangements or External Auditors or Accountants except where acting under official appointment as an Office Bearer.
- (b) **“Association”** shall mean the Association or other organisation stated in the Schedule and shall include all Subsidiary Associations existing prior to or at the inception of this Insurance.
- (c) **“Wrongful Act” shall mean**
 - (i) In respect of Insuring Clause (a) any negligent act, error, misstatement, misleading statement or omission by the Insured, and
 - (ii) In respect of Insuring Clause (b) and Insuring Clause (c), any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act wrongly committed or attempted by any Office Bearer in the discharge of their duties in their capacity as Office Bearer of the Association, or any matter claimed against them solely by reason of serving the Association.
- (d) **“Loss” shall mean**
 - (i) legal liability to pay damages or judgements or settlements,
 - (ii) all charges expenses and law costs incurred by the Insurer or by the Insured with the written consent of the Insurer in the settlement or defence of claims for compensation in respect of which the Insured is entitled to indemnity under the Policy or if sustained would be so entitled and all charges expenses and law costs recoverable from the Insured by claimants in connection with such claims.

“Loss” shall not mean

Salaries, wages, overhead or benefit expenses associated with any Office Bearer or Employee of the Association.

- (e) **“Employee”** shall mean any person who was or is or may hereafter be under a contract of service with the Association or who was or is or may hereafter be a paid or unpaid volunteer helper provided always that such definition will include persons whose positions terminate during the Period of Insurance.
- (f) **“Insured”** shall mean any or all of the Office Bearers and the Association and the Employees either individually or collectively.
- (g) **“Professional Services”** shall mean those services described in the Schedule.
- (h) **“Documents”** shall mean deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms, computer records and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments).

3. EXTENSIONS

The Insurers agree to include the following extensions in the policy coverage subject to the terms, conditions and limitations, Excess and Limit of Liability of this Insurance. The inclusion of any Extension shall not increase the Limit of Liability of the Insurers.

- (a) **Legal Representation Costs**
(applicable to Insuring Clause (b) and Insuring Clause (c) only)
- (1) Indemnify the Office Bearer or the Association against all costs, charges and expenses of legal representation incurred with the written consent of the Insurers arising out of:
 - (i) The prosecution of any Office Bearer during the period of insurance by reason of a Wrongful Act in the capacity of Office Bearer of the Association.
 - (ii) Attendance at any official investigation, examination, inquiry or other proceedings ordered or commissioned during the period of insurance by any official body or institution that is empowered to investigate the affairs of the Association.

- (2) Indemnify the Association against its legal liability as a result of a court order for all costs, charges and expenses incurred by any member of the Association in pursuing a claim during the period of insurance against any Office Bearers.

Provided always that in respect of this extension (a) the Insurers shall be entitled if they so desire to appoint a solicitor and if appropriate a barrister to represent the Office Bearers.

(b) External Associations

(applicable to Insuring Clause (b) and Insuring Clause (c) only)

Indemnify the Office Bearers against or pay on behalf of the Association Loss arising from any claim or claims by reason of any Wrongful Act in the capacity of an Office Bearer of any Association that is listed in the Memorandum of External Associations appended to this Insurance first made against them jointly or severally and notified to the Insurers during the Period of Insurance, other than in respect of:-

- (i) Claim or claims made either in the name of or on behalf of any such organisation save for claims made in the name of or on behalf of any such organisation as part of a shareholder derivative action; or at the instigation of a receiver, a receiver and manager, an official manager, liquidator or administrator, or any person who was or is or shall hereafter be an Office Bearer of such organisation or subsidiary organisation thereof save for claims arising out of unfair dismissal, sexual harassment, discrimination, denial of natural justice, misleading representations or misleading advertising involving employment with such organisation.
- (ii) Claim or claims made either in the name of or on behalf of any parent, holding, controlling or subsidiary entity, save for claims made in the name of or on behalf of any such entity as part of a shareholder derivative action; or at the instigation of a receiver, a receiver and manager, an official manager, liquidator or administrator.

(c) Dishonesty of Office Bearers

(applicable to Insuring Clause (a) only)

Indemnify the Insured against loss arising from any claim or claims brought about or contributed to by any dishonest or fraudulent act or omission of any Office Bearers as defined first made against them jointly or severally and notified to the Insurers during the period of insurance

Provided always that the Insurers shall not provide indemnity to any person permitting or condoning such dishonesty, fraudulent, criminal or malicious act or omission.

(d) Fidelity

(applicable to Insuring Clause (a) only)

Indemnify the Insured in respect of any loss or bearer bonds, money, coupons, bank notes, coin, currency notes, negotiable instruments or stamps sustained by it and first discovered by the Insured during the Period of Insurance by reason of any dishonest or fraudulent act or omission of any Office Bearer or Office Bearers in the conduct of the Insured's Professional Services,

Provided always that no indemnity shall be afforded to any person committing or condoning such act or omission, and the Association or the Insured shall take all reasonable steps requested by the Insurer to recover the loss and shall permit the Insurer, if it so requests, to itself take such recovery action in the name of the Insured and in the event, the Association or the Insured shall assist and co-operate with the Insurer and shall provide the Insurer with such information (including signed statements) as the Insurer may reasonably require.

(e) Loss of Documents

(applicable to Insuring Clause (a) only)

Indemnify the Insured against loss arising from any claim or claims by reason of loss, destruction, damage or deprivation of any Documents which were in the physical control of the Insured or any other person to whom such Documents have been entrusted, lodged or deposited by the Insured in the ordinary course of business within the Commonwealth of Australia or its Territories first made against the Insured and notified to the Insurer during the period of insurance.

Indemnify the Insured against all costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such Documents.

Provided that any claim for costs and expenses incurred by the Insured in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be appointed by the Insurer with the approval by the Insured.

General & Products Liability Policy

(f) Libel and Slander

(applicable to Insuring Clause (a), (b) and (c) only)

Indemnify the Insured against loss arising from any claim or claims for libel or slander by reason of words written or spoken by the Insured in the course of Professional Services rendered by the Insured first made against the Insured and notified to the Insurers during the period of insurance.

Provided in respect to Insuring Clauses (b) and (c) the Insured was not aware of the falsity of the words at the time of writing or speaking them.

(g) Trade Practices and Related Legislation

(applicable to Insuring Clause (a) only)

Indemnify the Insured against loss arising from any claim or claims first made against the Insured and notified to the Insurer during the period of insurance under the terms of the Trade Practices Act 1974 (Cwth) or similar legislation within the Commonwealth of Australia or its Territories which arise from misleading or deceptive conduct.

4. EXCLUSIONS

The Insurer shall not provide any indemnity against any claim or claims:

(a) Jurisdiction

Arising directly or indirectly from any matter where action for damages is not brought in a Court of Law within Australia and subject to Australian law or where action is so brought but to enforce a judgment whether by way of reciprocal agreement or otherwise;

(b) Bodily Injury or Property Damage

(i) In respect of Insuring Clause (a), bodily injury or mental injury to, death of, or damage to property of any Employees of the Insured arising out of or in the course of their employment.

(ii) In respect of Insuring Clauses (b) and (c), based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged bodily injury, sickness, disease or death of any person or any actual or alleged damage to or destruction of any tangible property, including loss of use thereof, or any actual or alleged invasion of privacy, mental anguish, emotional distress, infringement of copyright, infringement of patent, passing off or plagiarism;

(c) Pollution

Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged seepage, pollution or contamination of any kind or nature;

(d) Products Liability

In respect of Insuring Clause (a), directly resulting from goods or products manufactured or sold or supplied by the Association except to the extent that the same arises out of any act, misstatement, misleading statement or omission as stated in Insuring Clause (a);

(e) Guarantees and Warranties

In respect of any personal guarantee or warranty (other than a Warranty of Authority) given by the Insured;

(f) Misconduct of Office Bearers

In respect of Insuring Clause (b) brought about or contributed to or consequent upon any dishonesty, fraud or malicious conduct or wilful breach of duty of the Office Bearers provided, however, that the Office Bearers shall be entitled to indemnity in respect of:-

(i) Legal costs incurred in successfully defending proceedings brought in respect of such dishonesty, fraud or malicious conduct.

(ii) Loss where the final judgement or other adjudication of the court hearing proceedings against any Office Bearer determines that he/she is legally liable in respect of a Wrongful Act on some cause of action which is not dependent on the existence of a dishonest, fraudulent or malicious purpose or intent that he/she was guilty of dishonesty, fraud or malicious conduct in relation to the Wrongful Act in question.

For the purpose of this Exclusion no fact pertaining to or knowledge possessed by any Office Bearer shall be imputed to any other Office Bearers;

(g) Dishonesty

In respect of Insuring Clause (a) brought about or contributed to by or consequent upon any dishonest, fraudulent, criminal or malicious act or omission, except to the extent provided by Extension (c), if applicable;

(h) Unfair Advantage

In respect of Insuring Clause (b) brought about by, or contributed to, or consequent upon any Office Bearers gaining any profit or advantage or receiving any remuneration to which he/she was not legally entitled;

For the purpose of this Exclusion no fact pertaining to or knowledge processed by any Office Bearer shall be imputed to any other Office Bearers;

(i) Return of Remuneration

In respect of Insuring Clause (b) for the return by the Office Bearers of any remuneration paid to them without the prior approval of the members of the Association which payment, without such prior approval, shall be held by the Court to be in violation of the law;

(j) Controlling Interest

Made by any Office Bearers or any company or business or firm in which any Office Bearer has any controlling interest against any other Office Bearer or the Association, however, as regards Insuring Clauses (b) and (c), this exclusion will not apply to claims arising out of unfair dismissal, sexual harassment, discrimination, denial of natural justice, misleading representations or misleading advertising involving employment with the Association.

(k) Prior Circumstances

Arsing directly or indirectly out of any circumstances or event occurring or committed or alleged to have been committed before the Retroactive Date stated in the Schedule.

(l) Fines and Penalties

For fines or penalties or punitive or exemplary damages or for taxes or levies or impost or duties;

However:

- (i) This exclusion shall not apply to any parts of a claim which are not for fines, penalties, punitive or exemplary damages, taxes, levies, imposts or duties; and

As regards Insuring Clauses (b) and (c) this exclusion shall not apply to costs and expenses which are incurred in the successful defence of any legal action involving fines, penalties, punitive or exemplary damages, taxes, levies, imposts or duties.

(m) Insider Trading

In respect of Insuring Clause (b), based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any allegation that the Office Bearers or employees improperly benefited from transactions as a result of information that was not available to other parties or any act or omission in contravention of Sections 232 (5) or 232 (6) of Corporations Law (Cwth).

For the purpose of this Exclusion no fact pertaining to or knowledge possessed by any Office Bearer shall be imputed to any other Office Bearers;

(n) Contractual Liabilities

In respect of Insuring Clause (a), (b) & (c) based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any legal liability assumed under the terms, conditions or warranties of any specific contract or agreement unless such liability would nevertheless have attached by law or by usage or by custom of trade in the absence of such terms, conditions or warranties.

Exclusions applicable to insuring clause (d): Employment Practice Liability

Under Insuring Clause (d): Employment Practice Liability, the Insurer will not be liable for:

1 Employee entitlements

Loss payable for, or in respect of, or calculated by reference to:

- (a) salary or wages earned prior to the date of termination; or
(b) Benefits; or
(c) any amount not indemnified by the Association for which any Insured is absolved for payment by reason of any covenant, agreement or court order; or
(d) payment for time in lieu of notice, severance or redundancy.

2 Injunctive relief or accommodation

Loss payable for, or in respect of, or calculated by reference to:

General & Products Liability Policy

- (a) the cost of complying with any injunctive or other non-monetary relief or any agreement to provide any such relief; or
- (b) costs incurred by any Insured to make any accommodation in respect of working practices or otherwise on the basis of a person's disability or family responsibilities or as may be required under any law relating anti-discrimination.

In the event of an inconsistency between this Exclusion and the definition of Claim, the provisions of this Exclusion shall prevail.

3 Specified period employment contract

- (a) Loss, other than Defence Costs and claimant's costs and expenses, resulting from Claims arising directly or indirectly from or in respect of a breach of a specified period employment contract; and
- (b) Defence Costs and claimant's costs and expenses resulting from Claims arising directly or indirectly from or in respect of a breach of a specified period employment contract:
 - (i) unless and until the Insured has received legal advice based on the facts as they existed as at time of the actual or alleged breach from a competent legal adviser stating that the Insured has reasonable legal grounds to amend or terminate such specified period employment contract; and
 - (ii) provided that the Insured has not received legal advice from a competent legal adviser stating that the Insured does not have reasonable legal grounds to terminate specified period employment contract.

For the purposes of this Exclusion a specified period employment contract will be a specified period employment contract irrespective of whether or not such contract provides for a qualified or unqualified right to terminate the contract on notice prior to its expiry date.

4 Unfair employment contract

Loss resulting from Claims arising directly or indirectly from or in respect of:

- (a) a contract of employment alleged to be unfair; or
- (b) the seeking of relief pursuant to Section 106 of the Industrial Relations Act (NSW) 1996 or Section 276 of the Industrial Relations Act (Queensland) or similar legislation in other jurisdictions.

Exclusions applicable to insuring clause (e): Tax Audit

Under Insuring Clause (e) Tax Audit, the Insurer will not be liable for Policy Claims:

1 Amended notices/additional tax/fine/legal costs for any:

- (a) amounts sought by any amended notice of assessment; or
- (b) additional tax, duty, government impost or the like; or
- (c) fine or penalty imposed; or
- (d) costs in legally pursuing or defending any legal actions against the Association.

2 APRA

if the Tax Audit is conducted by the Australian Prudential Regulation Authority.

3 Criminal prosecution/foreign return or entity/tax return for Professional Adviser Fees:

- (a) arising directly or indirectly from or in respect of any criminal prosecution; or
- (b) arising directly or indirectly from or in respect of any Return lodged outside Australia, its States or Territories; or
- (c) arising directly or indirectly from or in respect of any person or organisation ordinarily resident outside Australia, its States or Territories; or
- (d) incurred, that should have been incurred or that ordinarily would have been incurred for work done prior to or as part of the preparation of the Association's accounts, Returns, taxation and financial records prior to the lodgement of the Association's Returns, taxation and financial records, or any document required by the relevant legislation in connection with its Returns.

4 Dishonest returns

in respect of any Tax Audit where a Return has been prepared lodged or submitted dishonestly or fraudulently, and where the supporting documents have been falsely created or collected.

5 Fraud/prior circumstances

in respect of:

- (a) a fraudulent Policy Claim; or
- (b) a Policy Claim arising from any circumstances known to the Insured, or any person acting on its behalf, prior to

- the Association taking out this Policy; or
- (c) verbal or written notice of an impending Tax Audit given to the Insured or any person acting on its behalf, prior to the Association taking out this Policy; or
- (d) a Tax Audit with a commencement date prior to the Association taking out this Policy.

6 Late lodgement

in respect of any Tax Audit where a Return has been lodged:

- (a) more than three months after the lodgement date prescribed; or
- (b) after the date prescribed by an authorised extension.

7 Managed investment

in respect of any form of managed investment.

8 Penalty more than 40%

in respect of any Tax Audit where the Australian Taxation Office imposes penalties at greater than 40%, or where the Auditor assesses the Insured's behaviour as being a case of deliberate evasion or recklessness.

9 Routine enquiries

in respect of any routine enquiries, or enquiries from the Auditor, which are not identified as being either preliminary to, or relating to a Tax Audit of a Return.

10 Tax minimisation schemes

in respect of any Tax Audit that includes a refund or claim for tax or duty relief arising out of an arrangement, facility, financial structure or the like adopted for the principal purpose of obtaining that refund or relief, unless the arrangement has received prior written approval from the relevant government or government authority or agency before being offered to the Association or the general public.

Exclusions applicable to Extension 3 (d): Fidelity

Under Extension 3 (d), the Insurer will not be liable for Policy Claims for:

1 Brokers and factors

Fidelity Loss arising directly or indirectly from or in respect of crime or dishonesty committed by any person who is or acts on behalf of any:

- (a) broker, factor, commission merchant, consignee of the Association or other similar agent or representative of the Association of the same general character; or
- (b) auditor, accountant, solicitor, investment adviser or investment manager providing a service pursuant to and under a contract with the Association.

2 Confidential information

Fidelity Loss arising directly or indirectly from or in respect of the accessing or disclosure of any confidential information, including but not limited to trade secret information, computer programs, confidential processing methods or other confidential information of any kind except where such accessing or disclosure enables the commission of any act otherwise covered under Insuring Clause: Fidelity.

3 Damage to premises

Fidelity Loss arising directly or indirectly from or in respect of damage or destruction to the Insured's premises.

4 Discovery outside the policy period

Fidelity Loss first Discovered prior to the commencement of the Policy Period or after the expiry of the Policy Period.

5 Indirect or consequential loss

indirect or consequential loss of any kind, including but not limited to loss of income, potential income, interest, profits or dividends, whether or not earned or accrued.

6 Loss of records

loss of or damage to records, manuscripts, accounts, microfilms, tapes or other records or the cost of reproducing any information contained in such lost or damaged records.

7 Loss sustained after discovery

Fidelity Loss, or that part of any Fidelity Loss, which is sustained after Discovery by the Association of any

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dishonest, fraudulent, malicious or illegal act or omission which caused such Fidelity Loss.

8 Profit and loss computation and inventory comparison

Fidelity Loss, or that part of any Fidelity Loss, the proof of which is dependent solely upon:

- (a) a profit and loss computation or comparison; or
- (b) a comparison of inventory records with an actual physical count, provided that where the Association establishes wholly apart from such computation or comparison that it has sustained Fidelity Loss caused by an identified Insured Person, then it may offer its inventory records and actual physical count of inventory in support of the amount of Fidelity Loss claimed.

9 Territory

Fidelity Loss arising directly or indirectly from or in respect of any dishonest or fraudulent act committed in whole or in part outside of Australia or New Zealand.

10 Trading loss

Fidelity Loss arising directly or indirectly from or in respect of any authorised or unauthorised trading in Money, Securities or Covered Property by an Insured Person, whether acting alone or in collusion with any other person and whether or not such trading is in the name of the Association and whether or not such trading is in a genuine or fictitious account.

5. LIMIT OF LIABILITY

The Insurer's total aggregate liability under all of the Insuring Clauses (a) (b) and (c) together shall not exceed the amount of the Limit of Liability stated in the Schedule.

Provided that the Insurer's total aggregate liability for all claims arising Insuring Clauses (d), (e) and Extension 3(d) shall not exceed the Limits of Liability stated in the Schedule.

6. EXCESS

The Insurer shall be liable under Insuring Clauses (a) (b) and (c) to pay only in excess of the Excess shown in the Schedule which amount applies to each and every Loss. Such amount includes all costs, charges and expenses including claims handling expenses and such amount is to be borne by the Association.

7. CLAIMS PROVISIONS

- (a) The Insured shall as a condition precedent to their right to be indemnified under this insurance, give to the Insurer notice as soon as practicable and in writing of any claim made against the Insured.
- (b) It is understood and agreed that more than one claim involving the same Wrongful Act shall be deemed to constitute a single claim and such single claim shall be deemed to have been made against the Insured on the first to occur of:
 - (i) The date the first claim involving such Wrongful Act was made against the Insured, or
 - (ii) The date which the Insured first became aware of any intention to hold any Insured responsible for the results of a Wrongful Act, or
 - (iii) The date any Insured first became aware of any circumstances which might subsequently give rise to a claim.
- (c) Where the one act, error or omission results in more than one claim against the Insured which is the subject of indemnity hereunder, all such claims shall jointly constitute one claim under this policy.
- (d) The Insured shall give the Insurer such information and co-operation as the Insurer may reasonably require and shall not disclose to any one the existence of this insurance without the Insurer's consent.
- (e) The Insured shall not admit liability for or settle any claim or incur any costs, charges or expenses without the written consent of the Insurer who shall be entitled at any time to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party. In any event no action shall be taken which might

prejudice the Underwriter. Nevertheless the Insured shall not be required to contest any legal proceedings unless Counsel (to be mutually agreed upon by the Insured and the Underwriter) shall advise that such proceedings should be contested.

- (f) The Insurer shall not settle any claim without the consent of the Insured. If however the Insured shall refuse to consent to any settlement recommended by the Insurer and shall elect to contest or continue any legal proceedings in connection with such claim then the Underwriter's liability for the claim shall not exceed the amount for which the claim could have been so settled plus the costs, charges and expenses incurred with their consent up to the date of such refusal, and then only up to the amount of the Limit of Liability as stated in the Schedule.
- (g) In the event of any payment under this Insurance, the Insurer shall be entitled, to the extent of such payment, to all of the rights of recovery of the Insured, and the Insured shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable the Insurer to effectively bring a suit in the name of the Insured. However, the Insurer agrees not to exercise any such rights against any Office Bearer or Employee unless the claim is brought about by or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of any such Officer Bearer or Employee.
- (h) Notice hereunder shall be deemed given to the Insurer if given to Proclaim Management Solutions, Level 2, 134 Flinders Street, Melbourne Victoria 3000.

8. TAKEOVERS

In the event of the takeover or merger of the Association by or with any other organisation the indemnity provided hereunder is amended to apply only to claims made by reason of any Wrongful Acts committed by the Insured prior to the date of such takeover or merger.

9. INTERPRETATION

Any word or expression to which a specific definition or meaning has been attributed in any part of this Insurance shall bear that definition or meaning wherever it may appear.

10. REPRESENTATION AND SEVERABILITY

In granting coverage under this Insurance to any of the Insured's, the Insurer has relied upon the declarations and statements in and attachments to the written application for coverage. All such declarations, statements and attachments form the basis of such coverage and shall be considered as incorporated in and constituting part of this Insurance.



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