

# **PHOTOGRAPHER AND VIDEOGRAPHER INSURANCE**

## **PRODUCT DISCLOSURE STATEMENT**



**A.I.S. Insurance Brokers Pty Ltd**  
**Music & Photography Division**  
**137 Moray Street, South Melbourne Vic 3205**

**Telephone:** (03) 8699 8888  
**Facsimile:** (03) 8699 8899  
**E Mail** [photography@aisinsurance.com.au](mailto:photography@aisinsurance.com.au)  
**Website** [www.aisinsurance.com.au](http://www.aisinsurance.com.au)

## INDEX

PART A – PRODUCT DISCLOSURE STATEMENT (PDS) .....	4
Key Benefits and Exclusions .....	6
Additional Benefits and Exclusions.....	7
Exclusions to all sections.....	7
PART B – CERTIFICATE TERMS & CONDITIONS.....	8
Meanings of special words in this Certificate .....	8
An Explanation of this Certificate.....	10
Section 1 - Loss of or Damage to your Equipment .....	11
Cover A: Fire & Perils .....	11
Cover B: Theft, Accidental Damage & Transit Cover for your equipment insured: .....	12
Claims Conditions applicable to Section 1.....	12
Additional Benefits (applicable to Section 1) .....	12
Exclusions applicable to Section 1 .....	13
Exclusions specific to Section 1 - Cover A: .....	14
Exclusions specific to Section 1 - Cover B: .....	14
Section 2 - Public Liability Cover .....	15
Additional Benefits applicable to Section 2.....	15
Exclusions applicable to Section 2 .....	15
Section 3 – Professional Indemnity Cover .....	18
Insuring Clause A .....	18
Insuring Clause B .....	18
Optional Extensions applicable to Section 3.....	23
Exclusions applicable to Section 3 .....	23
Claims Conditions applicable to Section 3.....	25
General Conditions Applicable to Sections 1, 2 & 3 .....	27
General Exclusions Applicable to Sections 1, 2 & 3 .....	28
How to make a claim under this Certificate .....	29
Discharge of Payment .....	29
CERTIFICATE PROVISION (applicable to all sections of the Certificate) .....	30

## **DUTY OF DISCLOSURE**

### **YOUR DUTY OF DISCLOSURE**

Before You enter into the Policy with Us, the Insurance Contracts Act 1984 requires You to disclose to Us every matter that You know or could reasonably be expected to know is relevant to Our decision whether and on what terms Your application for insurance is acceptable and to calculate how much premium is required for Your insurance.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time You provide answers or make disclosure and the Relevant Time, You need to tell Us.

#### **What You do not need to tell Us**

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;
- that We know or should know as an insurer; or
- that We tell You We do not need to know.

#### **Who does the duty apply to?**

The Duty of Disclosure applies to You and everyone that is an insured under the Policy. If You provide information for another insured, it is as if they provided it to Us.

#### **What happens if the Duty of Disclosure is not complied with?**

If the duty of disclosure is not complied with We may cancel the Policy and/or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

## **PART A – PRODUCT DISCLOSURE STATEMENT (PDS)**

### **The purpose of the PDS**

The purpose of the PDS is to help you understand the insurance Certificate and provide you with sufficient information to enable you to compare and make an informed decision about insurance products. **This PDS covers Photographic Insurance.**

The PDS also sets out the significant features, benefits and risks of this Certificate. You still need to read the Certificate wording for a full description of the terms, conditions and limitations. This Product Disclosure Statement was prepared in November 2019.

### **Who is the Insurer(s)?**

Certain Underwriters at Lloyd's hereinafter called "We, Ours, Us or Underwriters" are the Insurer(s) of this 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 A.I.S. Insurance Brokers.

### **Who is A.I.S. Insurance Brokers Pty Ltd**

A.I.S. Insurance Brokers Pty Ltd (ABN 36 543 825 719 AFS Licence no: 255304) hereinafter called "AIS" is the Authorised Representative of the Insurer(s). This Insurance contract is written under a 'Binding Authority Agreement', which gives AIS authority to bind insurance contracts and / or settle claims on behalf of such Insurer(s). As a consequence AIS is acting as Agent of such Insurer(s) and not as Your Agent. AIS is NOT the Insurer for this contract and is NOT liable for any loss or claim.

If you have any concerns about the Certificate, you should contact AIS in the first instance. You may contact them by any of the following ways:

- By telephone on 03 8699 8888
- In writing at 137 Moray Street, South Melbourne VIC 3205

### **How you contact us**

About a claim - please phone our claims department on 03 8699 8888 or email [claims@aisinsurance.com.au](mailto:claims@aisinsurance.com.au).

About your Certificate - please contact the person with whom you arranged the Certificate.

### **Sections**

This Certificate provides the following sections;

- Section One: Loss of or damage to your Equipment
- Section Two: Public Liability
- Section Three Professional Indemnity

**NOTE:** Cover under optional Sections 2 & 3 applies only when indicated on the Schedule of Insurance

### **Significant benefits and features**

Section One of our Certificate offers Agreed Value sum insured under 2 sections;

- Cover A: Fire & Perils Cover anywhere in Australia or New Zealand
- Cover B: Theft (following visible forcible or violent entry), Accidental Loss or Damage and Transit cover for equipment specified anywhere in Australia or New Zealand

You may apply for an extension (for an additional premium) for cover outside Australia and New Zealand.

The Certificate provides the following additional benefits:

- Emergency Hire Costs (limited to 30% of the sum insured)
- Automatic Additions (limited to 10% of the sum insured)
- Hired / Loaned Equipment (limited to \$2,000)

A summary of the Key Benefits and Exclusions of the Certificate is to be found on pages 7 & 8. This summary is not exhaustive and limitations and conditions apply. You still need to read the Certificate wording for a full description of the terms, conditions and limitations.

### **When Benefits are provided**

These benefits, for which you are insured under the Certificate, are payable when:

- your application for insurance has been accepted
- the premium has been paid
- an insured event occurs during the period of insurance causing loss or damage to your property and
- your claim is accepted by us.

### **Significant risks**

The risks associated with your Photographic Insurance include:

- Cover may not be adequate because the type or amount of cover you require does not match the cover provided by your Certificate. For example, you require cover for reduction in value due to repairs but this is excluded under this Certificate.
- We can refuse to pay part or all of a claim if you do not comply with Certificate terms and conditions. If, for example, in applying for this insurance or when making a claim you are not truthful, or do not give us accurate and complete information, or do not tell us something when you should have.
- When we pay an equipment claim, we consider a number of aspects in calculating the amount payable.

These can include:

- the amount of loss or damage
- the excess (if any)
- the sum insured
- the terms and conditions of the Certificate; and
- your taxable status for GST purposes.

### **The amount you pay for this insurance**

The amount we charge you for this insurance Certificate is the total amount of the premium that we calculate to cover the risk plus any relevant government charges (such as stamp duty). This is the total amount payable shown on your Certificate of Insurance and is the amount you must pay. If you change your cover in any way, you may be required to pay an additional amount or may be entitled to a refund of premium.

### **How various factors affect your premium**

The premium payable by you will be shown on your schedule. We take into consideration a number of factors in setting our premiums. These include, but are not limited to, factors relating to the level of cover provided, the make and model of the insured goods, how the goods are used, the nature of your business and the insurance history of applicants. Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and Stamp Duty and where applicable Fire Services Levy.

### **How to apply for insurance**

Complete and submit our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance.

### **Your duty of disclosure**

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance cover. Details about disclosure information are shown in the Certificate wording under "Duty of Disclosure".

### **How to make a claim**

If your equipment is lost or damaged during the period covered by this Certificate, there are certain actions that you should take to protect your rights and assist with any claim there may be under this Certificate. These are detailed in Section 5 of the Certificate. If you have chosen to insure Public and Products Liability under this Certificate, upon discovery of circumstances which may give rise to a claim, or on receipt of a demand from a third party, you must contact AIS Insurance Brokers as soon as possible.

### **The amount you pay towards a claim**

An excess is the first amount that you are required to pay to any claim you make under this Certificate. Any applicable excess will be detailed in the Certificate schedule.

### **Conditions**

You must comply with the following conditions to ensure coverage under the Certificate:

- Do all things necessary to avoid or diminish a loss;
- Maintain the insured property in such order and condition to minimise damage;
- Notify us of any insurance you effect, or have effected, that covers the insured property.

### **Taxation information**

This insurance Certificate is subject to GST. If you are registered for GST purposes, you may be able to claim an Input Tax Credit in respect of the GST we collect from you. For more information on GST please refer to Section 1 of the Certificate. There may be other taxation implications affecting you depending on your circumstances. If you are unsure about the taxation implications of your Certificate you should seek advice from your accountant or tax professional.

### **Cooling off**

You have the right to cancel and return the insurance contract within 14 days of the date it was issued to you (the "cooling off period") unless you make a claim under the contract within the cooling off period. If you cancel it in this time, we will return to you any premium you have paid us. To cancel at other times, please see page 30 of the Certificate.

### **Code of Practice**

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry. Details of the Code of Practice can be accessed at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Key Benefits and Exclusions

### Primary Benefits

Certificate Section	Insured Event	Exclusions	Benefit Payable
1a	Loss or damage caused by Fire, Lightning, Wind & Water, Explosion, Earthquake or Impact	Loss, damage or expense caused: <ul style="list-style-type: none"> <li>• by spontaneous combustion, or any fermentation or heating or any process involving the direct application of heat</li> <li>• by sea surge, inundation by the sea, tidal wave or high water</li> <li>• by erosion, subsidence, landslide, mudslide, expansion or contraction of the earth or any other earth movement or underground water other than earthquake</li> <li>• by steam or condensation</li> <li>• by water seeping from outside the situation</li> <li>• to property which is permanently stored in the open air</li> </ul>	Up to the sum insured
1b	All risks of loss or damage to the insured property anywhere in Australia (and world-wide if this option is selected) except as specifically excluded;	Loss, damage or expense caused: <ul style="list-style-type: none"> <li>• to aircraft or other aerial device (including drones)</li> <li>• by theft without visible forcible or violent entry :-               <ul style="list-style-type: none"> <li>○ at the situation where the equipment stored as specified on the Schedule</li> <li>○ at any other premises where the equipment is temporarily stored notwithstanding Condition 6.4</li> <li>○ whilst the equipment is in or on any unattended motor vehicle unless;                   <ul style="list-style-type: none"> <li>○ the vehicle is fully enclosed &amp; all doors, windows &amp; other openings, windscreen and boot, if used, are left closed and securely locked, and</li> <li>○ the equipment is concealed from sight, and</li> <li>○ the vehicle has been broken into by violent and forcible means, and</li> <li>○ if left overnight, the vehicle is parked on private property (Motel, Hotel or Club car parks are deemed to be private property whilst on tour);</li> </ul> </li> </ul> </li> <li>• by any consequential loss whatsoever other than what is provided elsewhere in this Certificate</li> <li>• to an extent greater than the sum(s) insured specified in the Certificate Schedule</li> <li>• to any property which is not specified in the Certificate Schedule as property insured</li> <li>• by your wilful act or with your knowledge or consent</li> <li>• arising from or relating to fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting or induced by deception</li> <li>• arising from the detention, confiscation, destruction or requisition of any property insured by any lawfully constituted authority other than as provided for by this Certificate</li> <li>• by any process of repairing, restoring, dismantling, testing, experimenting or overloading</li> <li>• by actual or attempted kidnapping, bomb threat, threat of contamination, hoax or extortion</li> <li>• by loss or distortion of data information or records contained on data median or on any machine when it is property insured and/or the cost of reinstating, replacing, reproducing or restoring such data information or records</li> <li>• to property insured which is permanently stored in the open air</li> <li>• by ordinary wear and tear, scratching or marring;</li> <li>• by natural occurrences to the equipment;</li> <li>• by mould, moths, insects, rats or other vermin;</li> <li>• by faulty materials or faulty workmanship;</li> <li>• by your wilful act or connivance;</li> <li>• by misappropriation or theft by hirers, theft committed by any member of your family or by any person who would benefit by this insurance, or theft by employees or persons to whom the goods have been entrusted;</li> <li>• by unexplained inventory shortage or disappearance resulting from clerical or accounting errors;</li> <li>• by delay, even if caused by an insured event;</li> <li>• when the building containing the equipment has been unoccupied for more than sixty days;</li> <li>• by reduction in value because of repairs;</li> <li>• by loss of tone of any equipment unless directly resulting from visible external physical damage;</li> <li>• by depreciation, loss of market or consequential loss of any description;</li> </ul>	Up to the sum insured

		<ul style="list-style-type: none"> <li>• by the cost of reproducing or re-writing electronic or other data, records, photographs, film and the like, unless the "Image Recovery Risk" additional benefit is operative;</li> <li>• by electrical, mechanical, electronic or hydraulic failure or malfunction of the equipment unless it is caused by visible external physical damage;</li> <li>• by error or omission in design, plan or specification or failure of design or during testing.</li> <li>• by electronic data loss</li> </ul>	
1 a & b		<ul style="list-style-type: none"> <li>• moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, change in texture or finish, smut or smoke from industrial operations</li> <li>• wear and tear, fading, gradual deterioration, or developing flaws, normal upkeep or making good</li> <li>• error and omission in design, plan or specification, or failure of design</li> <li>• faulty material or faulty workmanship</li> <li>• fault or defects known to you or your family whose knowledge in law could be deemed to be yours and which was not disclosed to the insurers at the time the insurance was arranged</li> <li>• computer virus</li> <li>• data corruption caused by unauthorised amendment or erasure of data by electronic or non-electronic means</li> </ul>	

### Additional Benefits and Exclusions

Additional Benefit	Insured Event	Exclusions	Benefit Payable
1.	Emergency Hire of Equipment - we will pay the cost of hire similar equipment after a loss	<ul style="list-style-type: none"> <li>• Hire charges after the date of recovery of the insured equipment if it can be used</li> </ul>	The reasonable cost of hiring replacement equipment up to a maximum of 30% of the sum insured of the item.
2.	Automatic Additions – we will insure all similar equipment purchased during the period of insurance.	<ul style="list-style-type: none"> <li>• New equipment with a value exceeding 10% of the sum insured</li> <li>• Equipment for which a receipt cannot be produced.</li> </ul>	Limited to the price paid by the insured for the equipment
3.	Hired/Loaned Equipment – we will insure hired/loaned equipment in your possession that is of a similar nature to the insured equipment	<ul style="list-style-type: none"> <li>• Equipment for which you are not responsible for obtaining insurance;</li> <li>• Hired/loaned equipment with a total value exceeding \$2,000</li> </ul>	\$2,000

### Exclusions to all sections

Policy Sections	Exclusion	
1, 2 & 3	<ul style="list-style-type: none"> <li>• Extended Radioactive Contamination</li> <li>• War and Civil War Exclusion</li> <li>• Terrorism Exclusion</li> <li>• Sanction Limitation and Exclusion</li> </ul>	

## PART B – CERTIFICATE TERMS & CONDITIONS

### Meanings of special words in this Certificate

In this Certificate, certain words have special meanings. They have the same meanings wherever they appear. These words are:

**“You” or “Your”** - means the insured(s) or client(s) named in the Schedule of Insurance.

The **“Insured”** means any person or company named in the Schedule and at the request of the Insured shall include:

- (a) directors, partners and stockholders whilst acting in their respective capacities for the Insured;
- (b) any **Person Employed** including **Medical Persons** but only whilst acting within the scope of their duties but only in respect of legal liability for which the Insured would have been entitled to indemnity under this Certificate if the claim for which indemnity is sought had been made against the Insured;
- (c) the officers, committees and members of the Insured's canteen, social, sports, educational and welfare organisations and first aid, fire security and ambulance services in their respective capacities as such;
- (d) any director, partner or Employee of the Insured in respect of private work undertaken by any **Person Employed** for such director partner or Employee with the prior consent of the Insured;
- (e) any person who is, during the Certificate Period, a principal, partner or director of the Named Insured but only in respect of work performed while a principal, partner or director of the Named Insured;
- (f) any person who is, during the Certificate Period, an Employee of the Named Insured but only in respect of work performed while an Employee of the Named Insured;
- (g) any former principal, partner, director or Employee of the Named Insured, but only in respect of work performed while such person was a principal, partner, director or Employee of the Named Insured; and/or
- (h) any consultant, sub-contractor or agent but only to the extent that they are indemnified under Section 3, Certificate Extension 2 each of whom shall as if they were the Insured be subject to the terms of this Certificate in so far as they can apply.

**“Named Insured”** means the person, persons, partnership, company, corporation or other entity specified as the Named Insured in the Schedule

**“Insured’s Business”** means the business which is conducted by the Named Insured:

- (a) as specified in the Schedule, and/or
- (b) as described in the nature of business/activities/professional services question in the Proposal.

If the Named Insured should change its name and there is no other change which materially alters the risk, the Insured's Business will continue to be covered by this Certificate.

**“Insurer” or “Underwriter” or “Lloyd’s Underwriters” or “we” or “our” or “us”** - means Certain Lloyd’s Underwriters C/- AIS Insurance Brokers Pty Ltd ABN 36 543 825 719

**“Certificate of Insurance”** means the document issued by AIS and which principally identifies the client name(s), class of insurance, period of insurance, coverage summary, insured(s), business description, situation, property insured, limits of liability, the Certificate excess, endorsements, Insurer, and Certificate number.

**“Equipment”** means the property insured specified in the Schedule of Insurance.

**“Loss or damage”** means accidental physical loss or damage to your equipment.

**“Period of insurance”** means the period of time that we insure you for under this Certificate and which is specified in the Schedule of Insurance. The period of insurance starts on the “From” date shown in the Schedule of Insurance and ends at 4pm on the “To” date shown in the Schedule of Insurance.

**“Certificate excess”** means the amount specified in the Schedule of Insurance as the amount you will pay towards a claim.

**“Certificate Period”** means the period specified in the Schedule

**“Premium”** means the amount specified in the Schedule or in any endorsement to the Schedule you must pay us for the insurance you select including government charges. The Tax Invoice shows you the details.

**“Sum insured”** means the amount specified against each item of equipment in the Schedule of Insurance.

**“Bodily Injury”** means accidental personal injury, sickness, disease or death and shall include but not by way of limitation mental injury, mental anguish, shock, false arrest or invasion of the right of privacy.

**“Property Damage”** means accidental damage to loss of or destruction of material property.

**“Business”** means the business as stated in the Schedule and shall include:

- (a) ownership, repair, maintenance and decoration of the Insured's own property and premises occupied by the Insured in connection with the Business;
- (b) provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **Person Employed** and first aid fire security and ambulance services in connection with the Business;



- (c) participation in exhibitions anywhere in the world in connection with the Business;
- (d) private work undertaken by any **Person Employed** for any director, partner or employee of the Insured with the prior consent of the Insured in connection with the Business.

**“Product”** (or Products where applicable) means goods including containers and packaging manufactured, sold, supplied, distributed, altered, constructed, erected, repaired, serviced, designed, tested, installed or processed by or on behalf of the Insured and which are not in the possession of the **Insured** at the time of the **Occurrence**.

**“Occurrence”** means an accident or event including continuous or repeated injurious exposure to substantially the same general conditions which results during the **Period of Insurance** in **Bodily Injury** or **Property Damage** or **Other Contingencies** neither expected nor intended from the standpoint of the **Insured**.

**“Legal Costs”** means:

- (a) costs of legal representation at:
  - i) any coroner's inquest or inquiry in respect of any death;
  - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any **Occurrence**; which may be the subject of indemnity under this Certificate;
- (b) all other legal costs and expenses incurred by or on behalf of the Insured in relation to any **Occurrence** which may form the subject of a claim for indemnity under this Certificate; provided in each case they are incurred with the written consent of the **Underwriters**.

**“Investigation Costs and Expenses”** means reasonable legal costs and other expenses incurred by or on behalf of the Insured with Our prior written consent (such consent not to be unreasonably withheld) or by Us arising out of any attendance by an Insured at any official investigation, examination or enquiry where such attendance relates to the conduct of the professional activities and duties of the Insured's Business and such investigation, examination or enquiry may lead to a recommendation or finding which might give rise to a Claim.

**“Investigation Costs and Expenses”** does not include any fine, penalty or order for the payment of monetary compensation.

**“Joint Venture”** means the entering into of a venture (by whatever name called) which the Named Insured carries on together with any other person, company, corporation, partnership or other entity not otherwise deemed to be an Insured under this Certificate.

**“Medical Persons”** means doctors, medical nurses and dentists.

**“Deductible”** means the amount(s) which the **Insured** agrees to pay for each **Occurrence** in respect of all damages, compensation, claimant's costs and expenses and **Legal Costs** before the **Underwriters** shall be liable to make any payment.

**“Person Employed”** means any:

- (a) employee being a person under a contract of service or apprenticeship with the **Insured**;
- (b) person supplied under any Youth Training or similar government scheme; while working under the control of the Insured in connection with the **Business**.

**“Other Contingencies”** means accidental nuisance, trespass or interference with any easement or right of air light water or way.

**“Aggregate Indemnity Limit”** means twice the Indemnity Limit specified in the Schedule.

**“Professional Indemnity Claim”** under section 3, means:

- (a) The receipt by the Insured of any written or oral demand for compensation made by a third party against the Insured.
- (b) Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured which seeks compensatory relief made by a third party against the Insured.
- (c) for the purpose of Certificate Extension 9 only, any losses described in that clause arising from loss of any Documents.
- (d) for the purpose of Certificate Extension 4 only, any attendance by the Insured at an investigation, examination or enquiry.

**“Costs and Expenses”** under section 3, means the reasonable legal costs and other expenses (including but not limited to legal counsels' fees and experts' fees) incurred by or on behalf of the Insured with Our prior written consent (which shall not be unreasonably withheld) or by Us in the investigation, defence or settlement of a Claim, or in bringing or defending appeals in connection with a Claim.

**“Documents”** means deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

**“Employee”** means any person employed under a contract of service or apprenticeship.

**“Employment Practice Breach”** means any employment practices liability, including but not limited to:

- (a) employment related discrimination against any Worker or applicant for employment whether because of race, colour, age, sex, disability, pregnancy, marital status, sexual orientation, sexual preference or otherwise,

- (b) wrongful dismissal of any Worker;
- (c) workplace harassment whether sexual or otherwise, including bullying, of any Worker;
- (d) breach of any oral or written employment contract;
- (e) wrongful demotion, failure to promote, wrongful deprivation of career opportunity, wrongful discipline, negligent evaluation or failure to grant tenure of employment to any Worker;
- (f) failure to provide or adhere to adequate employment policies or procedures;
- (g) defamation arising from employment related matters;
- (h) employment related invasion of privacy;
- (i) false or misleading advertising or representation involving terms and conditions of employment; (j) violation of any Federal, State or local statute or regulation governing employment practices; and/or (k) denial of natural justice to any Worker concerning employment.

**“Indemnity Limit”** means the limit of Our liability under this Certificate as specified in the Schedule.

**“Known Circumstance”** means any fact, situation or circumstance which:

- (a) an Insured knew at any time before this Certificate began or before this Certificate was amended/endorsed; or
- (b) a reasonable person in the Insured’s professional position would have thought, at any time before this Certificate began or before this Certificate was amended/endorsed; might result in someone making a Claim against the Insured, that might be covered by this Certificate or the amendment/endorsement to this Certificate.

For the purposes of this Definition, ‘Insured’ does not include ‘Employee’ (as defined) or any consultant, sub-contractor or agent (as referred to in sub clause (h) of Definition Insured).

**“Proposal”** means the written proposal made by the Insured to Us containing particulars and statements which, together with other information provided by the Insured, are considered as incorporated herein.

**“Senior Counsel”** means a barrister in active practice who is entitled to use the post-nominals QC or SC in any one or more superior court in the Commonwealth of Australia or the Dominion of New Zealand.

## **An Explanation of this Certificate**

**This Certificate is an insurance contract between you and the Insurer.**

**This Insurance Certificate consists of:**

- your application,
- the Certificate wording,
- your Schedule of Insurance, and
- any endorsement/s.

**In summary, this Certificate:**

- provides you with the insurance you select (details of which are shown in your Schedule of Insurance), and
- requires you to pay your premium including any relevant government charges.

**You must pay your premium by the dates advised to you by our agent, your broker or us;**

- when you first take out this Certificate, and
- each year when you accept any offer we may make to renew this Certificate. This is because a renewal is a new contract of insurance with the Insurer.

**It is also important that you:**

- read your Certificate and Schedule of Insurance carefully, and
- check that the details on your Schedule of Insurance are correct and up to date,
- and keep this booklet and your Schedule of Insurance together in a safe place.

## Section 1 - Loss of or Damage to your Equipment

### What loss or damage to your equipment is covered?

You can claim for loss or damage to your equipment only if:

- the event occurs during the period of insurance, and
- the loss or damage is caused by one or more of the events we describe in the “We will pay you for” provisions below, and that loss or damage is not excluded by the “General Exclusions” application to Sections 1, 2 & 3.

### We will pay you for:

#### Cover A: Fire & Perils

We will indemnify you, up to the sum insured specified for each item specified on the Schedule, in respect of physical loss or damage directly caused by the following events ;

#### Insured Events

##### Fire

##### Lightning

##### Wind & Water

#### But excluding

loss or damage caused by spontaneous combustion, fermentation, heating or any process involving the application of heat

loss or damage caused by spontaneous combustion, fermentation, heating or any process involving the application of heat

but not loss or damage

- a. by sea surge, inundation by the sea, tidal wave or high water
- b. by erosion, subsidence, landslide, mudslide, expansion or contraction of the earth or any other earth movement or underground water other than earthquake
- c. by steam or condensation
- d. by water seeping from outside the situation
- e. to property which is permanently stored in the open air

### Impact by:

- a. vehicles designed for use on land
- b. animals, excluding animals kept at the situation
- c. a falling tree or part of a tree

### Explosion

**Earthquake**, subterranean fire or Volcanic eruption

**Impact by aircraft** or articles dropped from them.

The acts of:

- a. persons taking part in riots or civil commotion or strike or lock-outs or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization
- b. any lawfully constituted authority in connection with the acts referred to in a. above.

### Vandalism

loss or damage by any member of your family or any persons to whom you may have loaned the insured property.

**Fire extinguishment costs** to a maximum of \$5,000 covering :

- a. wages of your employees
- b. the cost of replenishment of fire fighting appliances the cost you are liable for under any Fire Brigade Act or similar legislation, provided always that our liability in respect of these costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the location of the property insured by this section or immediately threatening to involve such property

**The cost of removal, storage and disposal of debris** as a direct result of an insured event up to a maximum amount of \$5,000

## **Cover B: Theft, Accidental Damage & Transit Cover for your equipment insured:**

We will indemnify you against loss or damage to the equipment specified in your Schedule caused by Theft and Accidental Damage, including whilst in transit, anywhere in Australia & New Zealand

### **What loss or damage to your equipment is NOT covered?**

The exclusions that apply to this Certificate are detailed under Section 1 - "Exclusions applicable to section 1" and under "General Exclusions" applicable to Sections 1, 2 & 3.

The conditions that apply are detailed under "General Conditions".

### **How much will we pay you for loss or damage to your equipment?**

Provided that our liability shall in no case exceed the sum insured in respect of each item of the Property Insured described in the Certificate Schedule or any amendment confirmed by us, or in respect of the whole of the total sum insured, plus any Additional Benefits covered by this Certificate.

We will, at our option:

- a) replace the property with new property being the nearest equivalent available
- b) repair the property to a condition equal to but not better or more extensive than its condition immediately prior to the loss
- c) pay you the cost of such replacement or repair, whichever is the less.

## **Claims Conditions applicable to Section 1**

### **GST settlement provisions**

Notwithstanding the payment provisions contained in this Certificate, we will pay you or the third party:

- where you or the third party cannot claim an input tax credit in respect of the cost of repairs
- where you or the third party can claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Certificate, less any input tax credits available to you or the third party in respect of the loss.

## **Additional Benefits (applicable to Section 1)**

### **1. Emergency Hire of Equipment**

In addition to the sum insured, we will pay the reasonable cost incurred to hire similar equipment after a loss provided:

- we will not pay the hire charges incurred after the date of recovery of your equipment providing it can be used
- cover will cease upon settlement of the claim
- reasonable costs does not included delay in you providing documentation or information for the claim
- the maximum amount payable under the benefit is 30% of the sum insured of the item

### **2. Automatic Additions**

In addition to the sum insured, we will insure all similar equipment purchased by you during the period of insurance, provided:

- the total sum insured of the new equipment does not exceed 10% of the original total sum insured
- cover under this benefit is limited to the price paid by the insured for this equipment
- a receipt for the original purchase is provided to us in the event of a claim under this benefit

### **3. Hired / Loaned Equipment**

In addition to the sum insured, we will insure hired / loaned equipment of a similar nature to the insured equipment in your possession provided:

- the insured is responsible for insuring them
- the items are not insured under any other Certificate of insurance
- the total value of the hired or loaned equipment in the insured's possession at the time of a loss does not exceed \$2,000.

### **4. Image & Recording Recovery Risk**

In addition to the sum insured, we will provide cover for Image and Recording Recovery Risk to a maximum limit of \$5,000 (subject to an excess of \$500).

If during the period of insurance there shall happen a loss or damage (covered under Cover A or B of this certificate) to negatives, transparencies, recordings or equipment including digital imaging (as defined) resulting in your inability to supply photographs as required by contract, the Insurer will pay you the cost of a re shooting or recording where practical, or if not practical, the amount of the refund of all monies paid by you to the customer under the specific contract providing the loss or damage is not sustained more than 180 days after the completion of the event photographed.

"Digital Imaging" includes, but is not limited to: Photographs in compressed or uncompressed formats (i.e. gif, bmp, jpeg files and the like), to be used only for commercial activity in which the Insured has received monetary gain, and are stored on memory cards, portable or fixed hard-drives, compact discs (CD's) , digital versatile discs (DVD's) and/or any transferable media.

For cover to apply, Digital Images and Recordings will need to be backed-up within 48 hours of completion of shoot or recording.

Digital Imaging defined under the Image Recovery Risk section above notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, is understood and agreed as follows:

- (a) This Certificate does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Certificate, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Certificate period to property insured by this Certificate directly caused by such listed peril.

Listed Perils:                      Fire  
   Explosion

## 5. Worldwide Cover

If shown as insured in the schedule, and subject to payment of an additional premium, this Certificate extends to provide cover Worldwide on the items specified, and for the period specified up to a maximum of 90 days in the aggregate for all overseas travel during the policy period.

The following countries will still be excluded should this additional benefit apply:

- all countries on the "Do Not Travel" and "Reconsider Your Need to Travel" lists as detailed by the Australian Government Department of Foreign Affairs and Travel website: <http://www.smarttraveller.gov.au/>

## Exclusions applicable to Section 1

There is no cover for loss damage or expense caused:

1. to aircraft or other aerial device (including drones).
2. by theft without visible forcible or violent entry :-
  - a. at the situation where the equipment stored as specified on the Schedule
  - b. at any other premises where the equipment is temporarily stored notwithstanding Condition 6.4
  - c. whilst the equipment is in or on any unattended motor vehicle unless;
    - i) the vehicle is fully enclosed and all doors, windows and other openings, windscreen and boot, if used, are left closed and securely locked, and
    - ii) the equipment is concealed from sight, and
    - iii) the vehicle has been broken into by violent and forcible means, and
    - iv) if left overnight, the vehicle is parked on private property (Motel, Hotel or Club car parks are deemed to be private property whilst on tour);
3. by any consequential loss whatsoever other than what is provided elsewhere in this Certificate
4. to an extent greater than the sum(s) insured specified in the Certificate Schedule
5. to any property which is not specified in the Certificate Schedule as property insured
6. by your wilful act or with your knowledge or consent
7. arising from or relating to fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting or induced by deception
8. arising from the detention, confiscation, destruction or requisition of any property insured by any lawfully constituted authority other than as provided for by this Certificate
9. by any process of repairing, restoring, dismantling, testing, experimenting or overloading
10. by actual or attempted kidnapping, bomb threat, threat of contamination, hoax or extortion
11. by loss or distortion of data information or records contained on data median or on any machine when it is property insured and/or the cost of reinstating, replacing, reproducing or restoring such data information or records
12. to property insured which is permanently stored in the open air

13. by ordinary wear and tear, scratching or marring;
14. by natural occurrences to the equipment;
15. by mould, moths, insects, rats or other vermin;
16. by faulty materials or faulty workmanship;
17. by your wilful act or connivance;
18. by misappropriation or theft by hirers, theft committed by any member of your family or by any person who would benefit by this insurance, or theft by employees or persons to whom the goods have been entrusted;
19. by unexplained inventory shortage or disappearance resulting from clerical or accounting errors;
20. by delay, even if caused by an insured event;
21. when the building containing the equipment has been unoccupied for more than sixty days;
22. by reduction in value because of repairs;
23. by loss of tone of any equipment unless directly resulting from visible external physical damage;
24. by depreciation, loss of market or consequential loss of any description;
25. by the cost of reproducing or re-writing electronic or other data, records, photographs, film and the like, unless the "Image Recovery Risk" additional benefit is operative;
26. by electrical, mechanical, electronic or hydraulic failure or malfunction of the equipment unless it is caused by visible external physical damage;
27. by error or omission in design, plan or specification or failure of design or during testing.
28. by electronic data loss

**We may also refuse to pay if:**

- a) you do not do what your duty of disclosure requires you to do (refer to the Product Disclosure Statement), or
- b) in applying for this insurance or when making a claim, you: are not truthful, or
  - have not given us accurate and complete information, or
  - have not told us something when you should have.
- c) you or anyone acting on your behalf uses fraud, or any fraudulent means or devices to obtain any benefit under this Certificate,
- d) you do not at all times take reasonable measures to protect your equipment by minimising the risks of theft, or loss or damage caused by any of the events insured against.

**Exclusions specific to Section 1 - Cover A:**

There is no cover under Cover A for loss or damage caused by Theft, Accidental Damage & Transit.

**Exclusions specific to Section 1 - Cover B:**

There is no cover under Cover B for loss or damage caused by

1. fire, lightning, wind & water, impact by vehicles, animals or by falling trees, earthquake, subterranean fire or volcanic eruption, impact by aircraft or objects dropped there from, the acts of persons taking part in riots or civil commotion or strike or lock-outs or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization, or vandalism.
2. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device
3. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, change in texture or finish, smut or smoke from industrial operations
4. wear and tear, fading, gradual deterioration, or developing flaws, normal upkeep or making good
5. error and omission in design, plan or specification, or failure of design
6. faulty material or faulty workmanship
7. fault or defects known to you or your family whose knowledge in law could be deemed to be yours and which was not disclosed to the insurers at the time the insurance was arranged
8. computer virus
9. data corruption caused by unauthorised amendment or erasure of data by electronic or non-electronic means
10. loss destruction or damage to any property which is not specified in the Certificate Schedule as property insured



## Section 2 - Public Liability Cover

The Underwriters, in consideration of the payment of premium by the Insured and subject to all terms Definitions Limits of Indemnity Exceptions Conditions and any Memoranda endorsed hereon, will indemnify the Insured against all sums that the Insured shall become legally liable to pay for damages or compensation and claimants costs and expenses for accidental Bodily Injury or Property Damage or Other Contingencies arising out of an Occurrence within the Certificate Territory during the Period of Insurance in connection with the Business. The Underwriters will also pay Legal Costs in addition to the Limits of Indemnity.

### Additional Benefits applicable to Section 2

Unless otherwise stated the following Extensions are subject always to the terms Conditions and Exceptions contained in this Certificate

#### 1. Indemnity to Principal

As far as is necessary to meet the requirements of any contract or agreement entered into by the Insured with any Principal, the Underwriters will at the request of the Insured treat the Principal as though the Principal were also the Insured but only in respect of liability (as provided for herein) arising out of the performance of such contract by the Insured in connection with the Business provided that the Principal shall observe fulfil and be subject to the terms of this Certificate insofar as they apply.

#### 2. Cross Liabilities

Where there is more than one Insured this Certificate shall apply to each Insured as though a separate Certificate had been issued to each provided always that the total liability of the Underwriters shall not exceed the Limits of Indemnity.

#### 3. Contingent Motor Liability

Notwithstanding Exclusions (applicable to Section 2) (6) the Underwriters will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business of any motor vehicle not the property of nor provided by the Insured.

The indemnity will not apply to legal liability: (a) in respect of Property Damage to such vehicle or to property conveyed therein; (b) in respect of which the Insured is entitled to indemnity under any compulsory motor insurance or indemnity under any other insurance; (c) arising from the use of any motor vehicle outside the Commonwealth of Australia.

For the purposes of this Extension the term "Insured" shall mean only the Insured named in the Schedule and no other party.

#### 4. Damage To Leased Or Rented Premises

Exclusions (applicable to Section 2) (8) shall not apply to Property Damage to premises (and/or fixtures and fittings thereof) leased or rented to the Insured.

Provided that this Extension shall not apply in respect of:

- (a) liability which attaches solely by virtue of a contract and/or agreement;
- (b) the first AUD\$1,000 of each and every Occurrence caused otherwise than by fire or explosion;
- (c) Property Damage to any such premises arising from any perils which the Insured is required to insure against under the terms of the lease or rental agreement.

### Exclusions applicable to Section 2

The Underwriters shall not be liable for:

- 1. Bodily Injury sustained by any Person Employed.
- 2. Occurrences arising under workers' compensation, unemployment compensation, disability benefits law or any similar law.
- 3. Property Damage to any Product caused by any defect therein or the unsuitability thereof to fulfil its intended purpose.
- 4. The costs of recall, removal, repair, alteration, replacement or reinstatement of any Product necessitated by any defect therein or the unsuitability thereof to fulfil its intended purpose.
- 5. Occurrences arising out of the ownership, possession, maintenance or use (other than as a passenger) by or on behalf of the Insured of any:
  - (a) aircraft or other aerial device (including drones);
  - (b) water-borne vessel or craft other than those used for business entertainment;
  - (c) hovercraft;
- 6. Occurrences arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer which is registered or is required to be registered by law, including vehicles subject to an unregistered vehicle permit, other than legal liability:
  - (a) arising out of the use of a vehicle off any road or road related area where such vehicle is subject to an unregistered vehicle permit;

- (b) in respect of liability for Bodily Injury only, liability which may be incurred under an agreement where the liability would not have arisen in the absence of the agreement;
  - (c) the use of plant as a tool of trade;
  - (d) the loading or unloading of any vehicle;
- except where indemnity is provided by any motor insurance Certificate or where insurance or security is required by law.
7. Occurrences arising out of or in connection with advice, design or specification provided for a fee only and not in connection with the supply of a Product.
  8. Property Damage to property in Your physical or legal care, custody or control; but this exclusion shall not apply with regard to:
    - (a) the personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of Your visitors.
    - (b) premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, You for the purpose of the Business, but no cover is provided by this Certificate if You have assumed the responsibility to insure such premises.
    - (c)
      - i. premises (and/or their contents) temporarily occupied by You for the purpose of carrying out work in connection with the Business; or
      - ii any other property temporarily in Your possession for the purpose of being worked upon; but no indemnity is granted for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work.
    - (d) any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by You, whilst any such Vehicle is in a car park owned or operated by You; provided that You do not operate the car park for reward, as a principal part of Your business.

Provided that Our liability under this clause shall not exceed \$100,000 in respect of any one claim or series of claims arising out of any one Occurrence
  9. Fines, penalties, aggravated damages, exemplary damages, punitive damages, multiple damages or liquidated damages.
  10. Occurrences arising from any Products which to the knowledge of the Insured are for use in or incorporation into any aircraft or other aerial device.
  11. Occurrences arising out of Pollution or Contamination other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.  
 All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.  
 The liability of the Underwriters for all damages and compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed the sum stated in the Schedule as the Limit of Indemnity for any one Occurrence.  
 For the purpose of this Certificate "Pollution or Contamination" shall be deemed to mean:
    - (a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
    - (b) all loss or damage or injury directly or indirectly caused by such pollution or contamination.
  12. Legal liability assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) and which would not have attached in the absence of such agreement.
  13. Occurrences arising out of any violation or alleged violation of any competition, price fixing or restraint of trade law or any passing off injurious falsehood or infringement of patent copyright trade mark service mark or trade name registered design right or other intellectual property rights.
  14. Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
    - (a) asbestos, asbestos fibres, asbestos dust, or any materials containing asbestos;
    - (b) Chlorofluorocarbons, Chloro Fluoride Carbons (CFCs) or Chlorinated Hydrocarbons;
    - (c) Chromated Copper Arsenate (CCA);
    - (d) electromagnetic fields (EMFs);
    - (e) Hepatitis
    - (f) Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants' derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named;
    - (g) latex and/or latex protein and/or latex derivatives and/or latex substances, howsoever the latex, latex protein, latex derivatives or latex substances are named identified described or classified;
    - (h) lead;
    - (i) Methyl Tertiary Butyl Ether (MTBE);
    - (j) mould fungi or bacteria on within or arising from any building structure or site;



- (k) Polychlorinated Biphenyls (PCBs) also known as Askarels including polychlorinated biphenyl generated dibenzofurans and dioxins or any polychlorinated biphenyls-containing Product or material or derivative thereof or the presence of or the actual or threatened use installation withdrawal or disposal of any such Product or material;
  - (l) any Product containing silicone which is in any form implanted or injected in the body;
  - (m) tobacco or any tobacco Products (or ingredients thereof);
  - (n) Transmissible Spongiform Encephalopathy (TSE) Creutzfeldt-Jakob Disease (CJD) variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD);
  - (o) Urea Formaldehyde or any Products containing Formaldehyde.
15. Occurrences arising directly or indirectly out of or alleged to have arisen from any wrongful act of directors or officers of the Insured in the discharge or performance of their duties as such other than claims for damages or compensation and claimant's costs and expenses consequent upon Bodily Injury or Property Damage or Other Contingencies.
- For the purpose of this Exception, "wrongful act" shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties individually or collectively or any matter claimed against them solely by reason of their being directors or officers of the Insured.
16. This Certificate does not cover liability in respect of:
- (a) Bodily Injury or Property Damage arising, directly or indirectly out of, or in any way involving the Insured's "Internet Operations". This exclusion does not apply to Bodily Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its Product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.  
 "Internet Operations" means the following:
    - i) transfer of any computer data or programs by use of electronic mail systems by the Insured or the Insured's employees, including part-time and temporary staff, contractors and others within the Insured's operation whether or not such data or programs contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse;
    - ii) access through the Insured's network to the world wide web or a public internet site by the Insured's employees, including part-time and temporary staff, contractors and others within the Insured's organisation;
    - iii) access to the Insured's intranet (meaning internal company information and computing resources) which is made available through the world wide web for the Insured's customers or others outside the Insured's organisation; and
    - iv) the operation and maintenance of the Insured's web site.
 This exclusion does not apply to liability which arises irrespective of the Insured's internet operations.  
 Nothing in this exclusion shall be construed to extend coverage under this Certificate to any liability which would have not been covered in absence of this exclusion.
  - (b) Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
    - i) the use of any computer hardware or software;
    - ii) the provision of computer or telecommunication services by the Insured or on the Insured's behalf;
    - iii) the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.
17. Notwithstanding anything previously contained in the Certificate herein, this Certificate does not apply to any claim judgement award or settlement made within any country or territory which operates under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part, except for liability arising from business visits by Directors of the insured or non-manual employees ordinarily resident in the Commonwealth of Australia.

## Section 3 – Professional Indemnity Cover

### Insuring Clause A

#### 3.1 Civil Liability Insuring Clause

We agree to indemnify the Insured against civil liability for compensation (including claimants' costs, fees and expenses awarded against or recoverable from the Insured) arising from any Claim first made against the Insured during the Certificate Period and notified to Us during the Certificate Period in respect of civil liability incurred or alleged to have been incurred in the conduct of the professional activities and duties of the Insured's Business.

### Insuring Clause B

#### 3.2 Costs and Expenses Insuring Clause

We agree to pay Costs and Expenses in respect of any Claim indemnified by this Certificate.

If We elect not to take over and conduct, in the name of the Insured, the defence or settlement of a Claim, We agree to pay Costs and Expenses within a reasonable time frame following Our receipt of invoices specifying such Costs and Expenses and prior to determining the Insured's entitlement to indemnity for the Claim.

In determining the Insured's entitlement to indemnity under this Certificate in respect of a Claim, We agree that We will not rely on Section 3 Exclusion 6 (Fraud, Dishonesty or Intentional Acts) unless and until:

- (a) the Insured makes an admission in writing of any conduct described in Exclusion 6 (Fraud, Dishonesty or Intentional Acts), or
- (b) it has been established through a judicial process that the Insured has committed any conduct described in Exclusion 6 (Fraud, Dishonesty or Intentional Acts).

The payment of any Costs and Expenses is subject to the following conditions:-

- (i) the payment of any Costs and Expenses to the Insured by Us does not constitute an acceptance by Us of the Insured's right to indemnity for any Claim.
- (ii) if either (a) or (b) above applies or for any other reason it is determined that a Claim is not covered by this Certificate, We may cease to pay Costs and Expenses to the Insured, unless We, at Our sole discretion, decide to continue to pay Costs and Expenses resulting from such Claim.
- (iii) where either (a) or (b) above applies or for any other reason it is determined that a Claim is not covered by this Certificate, the Insured will refund Costs and Expenses paid by Us, unless We agree in writing to waive recovery of such Costs and Expenses.

### Claims made

The proposed **Professional Indemnity Insurance** is issued on a '**claims made**' basis.

This means that the Certificate responds to:-

1. claims first made against the insured during the Certificate period and notified to AIS Insurance Brokers Pty Ltd during that Certificate period, providing that the insured was not aware, at any time prior to the Certificate inception, of circumstances which would have alerted a reasonable person in the insured's position that a claim may be made against the insured; and

2. 'claims circumstances' notified pursuant to Section 40 (3) of the Insurance Contracts Act 1984 (Commonwealth) which states:

'where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Certificate period provided by the contract'.

After Certificate expiry, no new claims can be made on the expired Certificate even though the event giving rise to the claim may have occurred during the Certificate period.

If during the Certificate period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the Certificate period, we may not cover you under a subsequent Certificate for any claim which arises from these circumstances.

## Conditions applicable to Section 3

### 1. "Indemnity Limit" means the limit of Our liability under this Certificate as specified in the Schedule.

- (a) Our total liability under this Certificate shall not exceed:
  - i. in respect of any one Claim covered by this Certificate, the Indemnity Limit specified in the Schedule.
  - ii. in respect of all Claims covered by this Certificate, the Aggregate Indemnity Limit PROVIDED ALWAYS THAT if there is any extra insurance in excess of the Indemnity Limit, then cover in excess of the Indemnity Limit is only available for so much of the liability (otherwise covered by this Certificate) which is not covered by the extra insurance.
- (b) Unless otherwise specified in the Schedule or by endorsement to this Certificate, the Indemnity Limit specified in the Schedule is exclusive of Costs and Expenses and We agree to pay Costs and Expenses in addition to the Indemnity Limit. PROVIDED ALWAYS THAT if a payment is made to dispose of a Claim which is in excess of the Indemnity Limit available under this Certificate, Our liability for such Costs and Expenses shall be such proportion thereof as the Indemnity Limit available under this Certificate bears to the amount paid to dispose of the Claim.

### 2. Insuring Clause Clarification

For the avoidance of doubt, the indemnity provided by Section 3 Insuring Clauses A and B (clauses 3.1 and 3.2) includes, but is not limited to any civil liability incurred or alleged to have been incurred by the Insured in the conduct of the professional activities and duties of the Insured's Business:

- (a) for breach of a contract for the provision of professional services, unless excluded by Section 3 Exclusion 2 (Contractual Liability).
- (b) for breach of fiduciary duty.
- (c) for breach of warranty of authority committed, by or on behalf of the Insured, in good faith and in the belief that appropriate authority was held.
- (d) for any unintentional infringement of copyright, moral right (under the Copyright Act 1968 Commonwealth), trademarks, service marks, registered design or patent, or any plagiarism or breach of confidentiality.
- (e) for defamation.
- (f) under the terms of the Trade Practices Act 1974 (Commonwealth), the Fair Trading Act 1987 (NSW), the Fair Trading Act 1985 (Victoria) or similar legislation enacted by the other states or territories of the Commonwealth of Australia or the Dominion of New Zealand.

### 3. Retroactive Date

- (a) "Unlimited Retroactive Cover" – if no Retroactive date is specified in the Schedule or if the Retroactive date is specified in the Schedule as "Unlimited", this Certificate shall provide indemnity in respect of Claim(s) arising from acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed (or were alleged to have been committed).
- (b) "Limited Retroactive Cover" – where a Retroactive date is specified in the Schedule, then this Certificate shall only provide indemnity in respect of Claim(s) arising from acts, errors or omissions committed or alleged to have been committed on or after the Retroactive date.

## Automatic Certificate Extensions

### Preamble

We shall provide indemnity as is available under this Section, for no additional premium, PROVIDED ALWAYS THAT:

- (a) the indemnity provided by each Certificate Extension is subject to the Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Excess and other terms of this Certificate (unless otherwise expressly stated herein);
- (b) the inclusion of any Certificate Extension shall not increase the Indemnity Limit.

### 1. Additional benefit – Claims preparation costs

We will pay up to \$25,000 in the aggregate during the Certificate Period for reasonable professional fees and such other expenses incurred by the Insured for the preparation of any Claim that is covered under this Certificate.

The cover provided under this Certificate Extension operates in addition to the Indemnity Limit or Aggregate Indemnity Limit (whichever may be applicable).

PROVIDED ALWAYS THAT such cover shall not include any Costs and Expenses (as defined in Section 3 Insuring Clause B - Costs and Expenses).

### 2. Consultants, Sub-contractors and Agents

The conduct of the professional activities and duties of the Insured's Business shall be deemed to include, acts, errors or omissions of consultants, subcontractors or agents of the Named Insured, while undertaking work in connection with the conduct of the professional activities and duties of the Insured's Business and for which the Named Insured is liable.

We will also indemnify any consultant, sub-contractor or agent themselves, PROVIDED ALWAYS THAT:

- (a) this cover shall only apply in respect of services provided for and on behalf of the Named Insured; and
- (b) the consultant, sub-contractor or agent earns more than ninety per cent (90%) of its total income, during the Certificate Period, from fees received from the Named Insured.

### **3. Continuous Cover**

We agree to indemnify the Insured for any Claim, otherwise covered by this Certificate, arising from any Known Circumstance (notwithstanding Section 3 Exclusion 12 - Known Claims and Known Circumstances) if:

- (a) We were the professional liability insurer of the Insured when the Insured first knew of such Known Circumstance, and
- (b) We continued without interruption to be the Insured's professional liability insurer up until this Certificate came into effect; and
- (c) had We been notified by the Insured of the Known Circumstance when the Insured first knew of it, the Insured would have been covered under the Certificate in force at that time but is not now entitled to be covered by that Certificate due to the Insured's failure to notify the Known Circumstance.

The Insured agrees that it will not seek indemnity from Us in respect of the Claim or any Claim arising out of the Known Circumstance under any other Certificate issued by Us. We may reduce the amount We pay out under this provision by the amount of any prejudice We may suffer in consequence of any delayed notification to Us.

The limit of Our liability provided under this Certificate Extension is the lesser of the limit of Our liability under the terms of the Certificate in force at the earlier time referred to in paragraph (c) above, or the Indemnity Limit under this Certificate. The terms of this Certificate otherwise apply.

### **4. Court Attendance Costs**

For any person described in (a) or (b) below who actually attends court as a witness in connection with a Claim notified under and covered by this Certificate, it is agreed that Costs and Expenses will include the following rates per day on which attendance in court has been required:-

- (a) for any person who was or is a principal, partner or director of the Named Insured: \$500.
- (b) for any person who was or is an Employee of the Named Insured: \$250.

No Excess shall apply to this Certificate Extension.

### **5. Estates and Legal Representatives**

We agree to include in the definition of the Insured the estate, heirs, legal representatives or assigns of any Insured in the event of the death, mental disorder and/or other incapacity or insolvency or bankruptcy of such Insured in respect of any civil liability of the Insured that would have been covered by Insuring Clause A and/or B if the Insured was alive, had capacity or was not insolvent or bankrupt. PROVIDED ALWAYS THAT such persons shall observe and be subject to all the terms of this Certificate insofar as they can apply.

### **6. Extended Notification Period**

In the event that this insurance is not renewed or is cancelled for any reason other than non-payment of premium then the Insured has until such time that the Insured effects another professional indemnity insurance Certificate either with Us or any other insurer or a period of sixty (60) days commencing on the day immediately following expiry of this Certificate whichever is the lesser period, during which to notify Us of any Claim first made against the Insured in writing within such sixty (60) day or lesser period (as the case may be). PROVIDED ALWAYS THAT it is understood and agreed that:

- (a) We will treat that Claim as if it had been made against the Insured and notified to Us during the immediately preceding Certificate Period, and
- (b) coverage afforded hereunder does not reinstate or increase the Indemnity Limit or the Aggregate Indemnity or extend the Certificate Period.
- (c) coverage afforded hereunder will only apply to acts, errors or omissions committed or alleged to have been committed by the Insured before the end of the Certificate Period or the cancellation date of this Certificate where this Certificate has been cancelled and not before the retroactive date.

### **7. Fraud, Dishonesty or Intentional Acts**

We agree to indemnify the Insured against civil liability for compensation (including claimants' costs, fees and expenses awarded against or recoverable from the Insured) arising from any Claim made against that Insured, which would otherwise be excluded by reason of Exclusion 5.6 (Fraud, Dishonesty or Intentional Acts). PROVIDED ALWAYS THAT:

- (a) such indemnity shall not be provided to any Insured who committed or condoned any act, error or omission excluded by reason of Exclusion 5.6 (Fraud, Dishonesty or Intentional Acts);
- (b) such indemnity shall not apply to any Claim against any Insured directly or indirectly based upon, attributable to, or in consequence of:
  - i) the loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes;
  - ii) the loss of an electronic record which represents a current and transferable obligation of a person to pay the holder of the electronic record an amount or amounts of money described in the electronic record in exchange for delivery, adjustment or cancellation of the electronic record; or
  - iii) a transaction, direction or dealing involving or in any way relating to a right to be paid money or to have any of the items referred to in subparagraph (i) or (ii) of this paragraph (b) delivered, negotiated or assigned or an electronic record of such a right.

## **8. Joint Venture**

If the name of a Joint Venture is included in the Schedule under 'Joint Ventures', then, We will indemnify the Insured for the Insured's joint and individual civil liability, arising out of the conduct of the professional activities and duties of such Joint Venture. If the name of the Joint Venture is not included in the Schedule under 'Joint Ventures', then, We will indemnify the Insured only for the Insured's individual civil liability and not for the Insured's joint civil liability arising out of the conduct of the professional activities and duties of such Joint Venture. PROVIDED ALWAYS THAT the business of such Joint Venture is the same as the Insured's Business (as defined in clause 8.9 Insured's Business).

## **9. Loss of Documents**

We agree to indemnify the Insured in respect of certain loss described in this clause arising from the loss of any Documents (including but not limited to Documents which are the property of the Insured) which have been destroyed, damaged, lost or mislaid and, after diligent search and attempt to recover, cannot be found. PROVIDED ALWAYS THAT:

- (a) such loss of Documents was first discovered by the Insured during the Certificate Period and was notified in writing to Us as soon as reasonably practicable after the date of such discovery (but never beyond the expiry date of the Certificate Period); and
- (b) such indemnity shall be limited to the costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such Documents and any claim for such costs, charges and expenses shall be supported by bills and/or accounts which shall be subject to approval by a competent person nominated by Us and agreed to by the Insured; and
- (c) such indemnity shall be limited to the loss of any Documents:
  - i) which were in the physical custody or control of the Insured or any person to whom the Insured entrusted, lodged or deposited such Documents in the ordinary course of business; or
  - ii) which occurred whilst such Documents were in transit.

## **10. Newly created or acquired Subsidiary**

We agree to include in the definition of Insured any Subsidiary created or acquired by the Named Insured during the Certificate Period for a period of up to thirty (30) days (but never beyond the expiry date of the Certificate Period) from the date of such creation or acquisition.

PROVIDED ALWAYS THAT:

- (a) this Certificate Extension will only apply in respect of Claim(s) against the Subsidiary arising from an act, error or omission occurring subsequent to the date of creation or acquisition of the Subsidiary; and
- (b) the business of such Subsidiary is the same as or substantially similar to the professional activities and duties of the Insured's Business (as defined).

The Insured may apply to Us, within such thirty (30) day period, to vary this Certificate to continue the cover provided by this Certificate Extension until the expiry date of the Certificate Period. The Insured shall supply Us with such additional information relating to the new Subsidiary and pay any reasonable additional premium as may be required by Us.

## **11. Official Investigations and Enquiries – costs and expenses**

We agree to pay Investigation Costs and Expenses.

PROVIDED ALWAYS THAT:

- (a) We shall be entitled, at Our discretion, to appoint legal representation to represent the Insured in the investigation, examination or enquiry;
- (b) the notice of intended investigation, examination or enquiry is served upon the Insured during the Certificate Period and is notified to Us during the same Certificate Period;
- (c) in the event that a claim for payment of Investigation Costs and Expenses is withdrawn or indemnity under this Certificate Extension is subsequently withdrawn or denied, We shall cease to advance Investigation Costs and Expenses and the Insured shall refund any Investigation Costs and Expenses advanced by Us to the extent that the Insured was not entitled to such Investigation Costs and Expenses, unless We agree in writing to waive recovery of such Investigation Costs and Expenses; and
- (d) Our total liability in respect of Investigation Costs and Expenses for all claims made under this Certificate Extension shall not exceed \$250,000.

For the purpose of this Certificate Extension, an official investigation, examination or enquiry includes but is not limited to:

- i) any investigation, examination or enquiry by way of a Royal Commission or Coronial Enquiry, or conducted by a regulatory authority such as the Australian Securities and Investments Commission.
- ii) any investigation, examination or enquiry conducted by any disciplinary committee of any association, industry or professional body of which the Insured is a member.



## **12. Public Relations Expenses**

Where the Insured retains the services of a public relations consultant for the sole purpose of protecting the Insured's reputation that has been brought into question as a direct result of a Claim covered by this Certificate, We agree to pay any reasonable fees, costs and expenses of such public relations consultant. PROVIDED ALWAYS THAT:

- (a) the Insured notifies Us within twenty-eight (28) days of first becoming aware of the Insured's reputation being brought into question, and provide full written details outlining the circumstances surrounding the event, and
- (b) We have given prior written consent (which consent shall not unreasonably be withheld) to retain the services of such public relations consultant; and
- (c) Our total aggregate liability during any one Certificate Period for all public relations expenses shall not exceed \$50,000.

## **13. Run off cover until expiry of the Period of Cover**

We agree that in the event that an Insured entity ceased or ceases to exist or operate or be a Subsidiary or became or becomes consolidated with, merged into or acquired by any other entity either before or during the Certificate Period then the coverage provided under this Certificate with respect to such Insured entity shall continue until the expiry date of the Certificate Period PROVIDED ALWAYS THAT such coverage shall only apply in respect of Claim(s) arising from any act, error or omission occurring prior to the effective date that such Insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity

## **14. Severability**

We agree that where any Insured:

- (a) failed to comply with the duty of disclosure contained in the Insurance Contracts Act 1984 (Commonwealth); or
- (b) made a misrepresentation to Us before this contract of insurance was entered into; or
- (c) fails to comply with any conditions of this Certificate,

the right of any other Insured to indemnity under this Certificate shall not be prejudiced thereby. PROVIDED ALWAYS THAT this Certificate Extension shall only apply when:

- i) such other Insured shall be entirely innocent of and has no prior knowledge of any such conduct; and
- ii) such other Insured shall, as soon as is reasonably practicable upon becoming aware of any such conduct, advise Us in writing of all known facts in relation to such conduct.

NOTWITHSTANDING the above, any fact or knowledge possessed by any past or present partner, principal, director, chairman, chief executive officer, chief operating officer, chief financial officer, company secretary, chief legal officer or the holder of any similar or equivalent positions shall be imputed to the Named Insured.

## **15. Excess**

- (a) In respect of each Claim made against the Insured (or each loss or claim incurred by the Insured in respect of Certificate Extensions 3.1 Claims Preparation Costs, 3.9 Loss of Documents and 3.11 Official Investigations and Enquiries - costs and expenses) the amount of the Excess shall be borne by the Insured at their own risk and We shall only be liable to indemnify the Insured for that part of any Claim (or any loss or claim) which is in excess of the Excess.
- (b) In the event of a Claim by the Insured under this Certificate, the Insured shall, if directed by Us, pay to Us (or as is directed by Us) the Excess within fourteen (14) working days. Any delay, failure or refusal by the Insured to pay the Excess will entitle Us to deduct such amount from any amount(s) required to settle any Claim or judgment, order, or any other payment to be made by Us under this Certificate. In the event that a failure or refusal to grant access to monies for any Excess results in a failure of a settlement or an increase in Costs and Expenses, Our liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the Costs and Expenses incurred with Our written consent up to the date of such failure, less the Excess.
- (c) Where We have elected to pay all or part of the Excess in respect of any Claim (or any loss or claim), the Insured shall, within fourteen (14) working days from the date of such payment, reimburse Us for such payment.
- (d) In respect of any Claim (or any loss or claim) where the amount of the Claim (or any loss or claim) is less than the amount of the Excess, the Insured shall bear all Costs and Expenses associated therewith unless We shall have agreed to meet such Costs and Expenses pursuant to Insuring Clause B.
- (e) Where the Excess is expressed in the Schedule to be inclusive of Costs and Expenses then the Insured will pay all Costs and Expenses, up to the amount of the Excess, incurred by Us pursuant to the engagement of advisers considered necessary by Us to determine the liability of the Insured and to resolve the Claim (or loss or claim).
- (f) Any Costs and Expenses incurred by Us to determine whether We have a liability to indemnify the Insured under this Certificate shall not be subject to the Excess but shall be borne by Us.

## **16. Multiple claims**

- (a) All causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this Certificate.
- (b) Where a single act, error, or omission gives rise to more than one Claim, all such Claim(s) shall jointly constitute one Claim under this Certificate.

## Optional Extensions applicable to Section 3

### Preamble

It is agreed that:

- (a) the indemnity provided by each Optional Extension is subject to the Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Excess and other terms of this Certificate (unless otherwise expressly stated herein);
- (b) the inclusion of any Optional Extension shall not increase the Indemnity Limit;
- (c) the inclusion of any Optional Extension shall be at Our absolute discretion; and
- (d) where an Optional Extension is not specified as included in the Schedule then this Certificate shall not provide any indemnity in relation to coverage specified under such Optional Extension.

#### 1. Fidelity

Notwithstanding Exclusion 5.6 (Fraud, Dishonesty or Intentional Acts) We agree to provide indemnity to the Insured against loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to the Insured or for which the Insured is legally liable where any such loss is sustained in consequence of any dishonest or fraudulent act or omission of any Insured. PROVIDED ALWAYS THAT:

- (a) such loss is first discovered by the Insured during the Certificate Period and is notified in writing to Us as soon as reasonably practicable after the date of such discovery (but never beyond the expiry date of the Certificate Period);
- (b) We shall not be liable for any loss sustained in consequence of any act or omission occurring after the date of the discovery of, or the reasonable cause for suspicion of, dishonest or fraudulent conduct on the part of the Insured concerned;
- (c) We shall not be liable to indemnify any Insured who committed or condoned any dishonest or fraudulent conduct in consequence of which the loss occurred;
- (d) the Insured shall bear the burden of adducing satisfactory proof to substantiate any loss hereunder (including any legal, investigative, accounting or other costs incurred in such process) and We will be under no obligation to provide indemnity to the Insured until such time as We are satisfied that such loss has, in fact, been sustained;
- (e) all interrelated individual dishonest or fraudulent acts or omissions shall be deemed to constitute a single loss and a single Excess shall apply to such loss; and
- (f) Our liability for each loss under this Optional Extension and Our aggregate liability for all losses under this Optional Extension shall not exceed \$250,000.

#### 2. Previous Business

We agree to provide indemnity in respect of any Claim made against any person who is or becomes or ceases to be during the Certificate Period a principal, partner or director of the Named Insured in respect of any kind of civil liability incurred or alleged to have been incurred on the part of such person in the conduct of any professional activities and duties, which were the same as or substantially similar to the professional activities and duties of the Insured's Business, before that person joined the Named Insured.

#### 3. Multi-year run-off after merger, takeover, sale, winding up of Named Insured

If the Named Insured is subject to a merger, takeover, sale or winding up, then, We agree to extend the Certificate Period up to seven (7) years immediately following the expiry of the Period of Cover. PROVIDED ALWAYS THAT:

this Certificate Extension will only apply with respect to any Claim(s) arising from any act, error or omission occurring prior to the effective date of such merger, takeover, sale or winding up, and

- (a) on such terms and Conditions, and for such additional premium as We may reasonably require.

## Exclusions applicable to Section 3

We shall not be liable under this Certificate to provide indemnity in respect of any:

#### 1. Aircraft, motor vehicles and watercraft

Claim based upon, attributable to, or in consequence of the ownership lease, operation or use of any aircraft (including drones), motor vehicle or watercraft by an Insured.

#### 2. Contractual Liability

Claim based upon, attributable to, or in consequence of any duty or obligation assumed by an Insured by way of any contractual undertaking, warranty, guarantee or indemnity, to the extent that such liability exceeds the liability the Insured would have incurred in the absence of such contractual undertaking, warranty, guarantee or indemnity.

#### 3. Asbestos

Claim which would not have arisen but for the existence of asbestos.

#### 4. Directors and Officers Liability or Trustees Liability

Claim based upon, attributable to, or in consequence of any activities as a trustee, director, secretary or officer unless that liability would have arisen if the Insured had not held that position as a trustee, director, secretary or officer.

## **5. Fines and Penalties**

Claim for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law, PROVIDED ALWAYS THAT this exclusion shall not apply to compensatory civil penalties. Our total liability for the payment of compensatory civil penalties during any one Certificate Period shall not exceed \$250,000 in the aggregate, which amount shall form part of and not increase the Indemnity Limit.

PROVIDED FURTHER THAT We will not be liable to indemnify the Insured for any compensatory civil penalty:

- (a) for which We are legally prohibited from indemnifying the Insured under Australian law.
- (b) based upon, attributable to or in consequence of any:
  - i) wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any legislation.
  - ii) recklessness.
  - iii) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost.

## **6. Fraud, Dishonesty or Intentional Acts**

Claim based upon, attributable to, or in consequence of:

- (a) any dishonest, fraudulent, criminal, or malicious act or omission of an Insured or their consultants, sub-contractors or agents; or
- (b) any act or omission of an Insured or their consultants, sub-contractors, or agents with the intention of causing a third party loss, damage or injury or committed with a reckless disregard for the consequences thereof; or
- (c) any wilful breach of any statute, contract or duty by an Insured or their consultants, sub-contractors or agents.

PROVIDED ALWAYS THAT this exclusion shall not apply unless and until:

- (i) the Insured makes an admission in writing of any conduct described in clauses (a), (b) and/or (c) above, or
- (ii) it has been established through a judicial process that the Insured has committed any conduct described in clauses (a), (b) and/or (c) above

## **7. Jurisdictional Limits**

Claim:

- (a) brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (b) arising out of the enforcement of any judgment, order or award obtained within, or determined pursuant to, the laws of the United States of America or the Dominion of Canada or their territories or protectorates.

## **8. Radioactivity and Nuclear Hazards**

Claim arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear material, or
- (b) the hazardous properties of any nuclear explosive, assembly or component.

## **9. Obligations to Workers**

Claim based upon, attributable to, or in consequence of:

- (a) Bodily Injury of any Worker of an Insured or damage to or destruction of any property of any Worker of an Insured, including loss of use of property, arising out of, or in the course of, their employment.
- (b) any actual or alleged Employment Practice Breach (as defined in clause 8.7).

For the purpose of Exclusions 5.9(a) and 5.9(b) only, the term "Worker" means any person employed by, or is deemed to be employed by, the Insured pursuant to any Workers' Compensation Law.

## **10. Occupier's liability**

Claim based upon, attributable to, or in consequence of any liability incurred or alleged to have been incurred as a result of occupation, control, management or ownership of any real property by an Insured.

## **11. Pollutants**

Claim directly or indirectly based upon, attributable to, or in consequence of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water.

## **12. Known Claims and Known Circumstances**

- (a) known Claims (or losses or claims) as at the inception date of this Certificate, or
- (b) Claims (or losses or claims) arising from any Known Circumstance(s); or
- (c) Claims (or losses or claims) disclosed in the Proposal form.

## **13. Product Liability**

Claim based upon, attributable to, or in consequence of the manufacture, preparation, installation, erection, processing, servicing, modification, repair, supply, maintenance or treatment of any goods or products sold, supplied or distributed by the Insured or someone else acting on behalf of the Insured, except where such Claim arises solely and directly from any advice, design or specification prepared by the Insured in the conduct of the professional activities and duties of the Insured's Business.



**14. Related or associated entities**

Claim brought or maintained by or on behalf of an Insured or any Subsidiary or parent of an Insured.

**15. Territorial limits**

Claim based upon, attributable to, or in consequence of an act, error or omission occurring within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates.

**16. Trading debts**

Claim directly or indirectly based upon, attributable to, or in consequence of:

- (a) any trading debt incurred by an Insured or any guarantee given by an Insured for debt; or
- (b) the refund of the Insured's professional fees or charges (by way of damages or otherwise).

**17. Restrictive Trade Practices**

Claim directly or indirectly based upon, attributable to, or in consequence of any actual or alleged restrictive trade practices, restraint of trade or unfair competition.

**Claims Conditions applicable to Section 3****1. Claims mitigation and co-operation**

- a) If the Insured, either prior to or during the Certificate Period becomes aware of a situation which could, if not rectified, lead to a Claim or increase the quantum of a Claim, the Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability hereunder. Costs and expenses incurred by the Insured in compliance with this clause 6.1(a) shall be at the Insured's cost, unless otherwise agreed in writing by Us.
- b) The Insured shall frankly and honestly disclose to Us all relevant information and, in addition shall provide assistance to Us, as We may require to enable Us to investigate and to defend any Claim under this Certificate and/or to enable Us to determine Our liability under this Certificate. Costs and expenses incurred by the Insured in compliance with this clause 6.1(b) shall be paid by Us in accordance with Certificate Extension 3.1 - Claims Preparation Costs
- c) Costs and expenses incurred by Us to enable Us to determine Our liability under this Certificate shall be at Our own cost.

**2. Defence and settlement**

- a) The Insured shall not settle any Claim, incur any Costs and Expenses or Investigation Costs and Expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim or loss without Our written consent, such consent not to be unreasonably withheld. We shall not be liable for any settlement, Costs and Expenses, Investigation Costs and Expenses, admission, offer or payment, or assumed obligation to which We have not consented in writing.
- b) We shall be entitled if We so desire, to take over and conduct, in the name of the Insured, the defence or settlement of any Claim at any time. In the event that this occurs, We will then have sole control of the Claim.
- c) If We retain lawyers to conduct, in the name of the Insured, the investigation, defence or settlement of any Claim, those lawyers will only act on behalf of Us in relation to any issue regarding the Insured's entitlement to indemnity from Us and they will not act on the Insured's behalf in respect of any such issue. Any information that is received by lawyers retained by Us in the course of investigating, defending or settling any Claim against the Insured can be provided to Us and relied upon by Us in relation to any issue that may arise regarding Our liability to indemnify the Insured. In relation to any such information, the Insured waives any claim that it may have for legal professional privilege as between the Insured, the lawyers We retained and Us.
- d) The lawyers retained by Us to conduct the investigation, defence or settlement of any Claim, may provide advice to Us on any issue regarding Our liability to indemnify the Insured and, whilst doing so, may continue to act in the investigation, defence or settlement of the Claim on behalf of both Us and the Insured.
- e) The Insured agrees that all communications between Us and lawyers retained by Us to act in the conduct of the investigation, defence or settlement of any Claim which relate to the Insured's entitlement to indemnity from Us are privileged as between Us and the lawyers and the Insured agrees that it is not entitled, under any circumstances, to access or obtain any such communications.
- f) If any actual or apparent conflict arises between Our interests and the Insured's interests, the lawyers retained by Us to conduct the investigation, defence or settlement of any Claim may cease acting on behalf of the Insured and may continue to act on behalf of Us in relation to any dispute between Us and the Insured with respect to the Insured's entitlement to indemnity from Us.

**3. Insured's right to contest**

In the event that We recommend a settlement in respect of any Claim and the Insured does not agree that such Claim should be settled, then the Insured may elect to contest such Claim. PROVIDED ALWAYS THAT Our liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the Costs and Expenses incurred with Our written consent up to the date of such election, less the Excess.

**4. Reporting and notice**

The Insured shall give to Us written notice as soon as practicable of any Claim made against an Insured PROVIDED ALWAYS THAT such written notice is given to Us during the Certificate Period in which the Claim is made.

**5. Senior Counsel clause**

- a) We shall not require the Insured to contest any Claim unless a Senior Counsel (to be mutually agreed upon by the Insured and Us) shall advise that such Claim should be contested.
- b) In formulating such advice, Senior Counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely Costs and Expenses and the prospects of the Insured successfully defending the Claim.
- c) The cost of such Senior Counsel's opinion shall be paid by Us in addition to the Indemnity Limit.

**6. Subrogation and Allocation of the Proceeds of Recoveries**

In respect of any Claim covered by this Certificate, and without limiting Our rights at law, We shall be subrogated to all the Insured's rights of recovery, and the Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable Us effectively to bring suit in the name of the Insured.

The Insured shall not, without first obtaining Our written consent, do anything or fail to do anything which excludes, limits or prejudices Our rights of subrogation. In particular, without limiting the operation of this provision, the Insured shall not enter into any contract or agreement which excludes, limits or prejudices a right of recovery which the Insured may have in respect of any Claim covered by this Certificate.

Should the Insured incur any legal liability which is not covered by this insurance:

- a) due to the application of any Excess, and/or
  - b) where the amount(s) of any judgment(s) or settlement(s) exceed(s) the Indemnity Limit or any applicable sub-limit;
- the Insured will be entitled to the first call on the proceeds of all recoveries made, by either the Insured or Us, on account of such legal liability until fully reimbursed for such uninsured amount or amounts (less the actual costs of making such recoveries where those costs are incurred by Us) and any remaining amount(s) will be applied to Our reimbursement.

**7. Foreign Currency**

All amounts referred to in this Certificate are in Australian Dollars.

If the Insured incurs liability to settle any Claim for an amount stated in the local currency of any country or territory outside the Commonwealth of Australia, where an award is made or a settlement is agreed upon, then, the amount payable by Us shall be the value of such award or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the free rate of exchange published in the Australian Financial Review on the date on which We pay to the Insured (or some other person at the Insured's direction) the indemnity in respect of such award or settlement; subject always to the Indemnity Limit.

## **General Conditions Applicable to Sections 1, 2 & 3**

### **1. Insurer's rights**

We shall at all reasonable times have the right to inspect and examine any equipment.

### **2. Law and Practice**

This Certificate is subject to Australian law, including the Insurance Contracts Act 1984. It is also subject to Australian jurisdiction.

### **3. Your obligation to take precautions**

You shall at all times take reasonable precautions to prevent any event or Occurrence which may give rise to liability under this Certificate and take reasonable measures to protect your equipment by minimising the risks of theft or loss or damage caused by any of the events insured against.

### **4. Other insurance**

You must tell us about any other insurance covering the equipment and if the Insured has other insurance that is applicable to the Occurrence or liability (or which would be applicable if this Certificate did not exist) such insurance shall be primary to the cover afforded by this Certificate and the Underwriters shall not be liable to indemnify the Insured in respect of any Occurrence or liability until such other insurance is exhausted.

### **5. Subrogation**

When we settle a claim, we may endeavour to pursue recovery rights against the carrier or any other third party who caused the loss injury or damage. You authorise us to act in your name in such recovery action, and undertake to give us reasonable assistance in such actions. The insured shall do nothing to prejudice such rights of recovery.

If we make any recovery as a result of such action you may only recover from us any amount by which the amount recovered by us exceeded the amount paid to you by us in relation to the loss.

### **6. Alteration of Risk.**

This Certificate covers the risk as You have represented it to us. If there is a material change You should ask us to provide cover by Endorsement.

Insurers shall not be liable for destruction or damage to any Property Insured caused or contributed to by an alteration after the commencement of this Contract:

- i. in the trade or manufacture carried on, or whereby the nature of the occupation or other circumstances affecting the Building containing the Property Insured be changed in such a way as to increase the risk of destruction or damage; or
- ii. whereby the Building containing the Property Insured becomes unoccupied, and so remains for a period of more than 60 days; or
- iii. whereby the Insured's interest ceased except by will or operation of law; or
- iv. whereby the situation where the equipment is usually stored as specified on the Certificate schedule alters during any period of insurance and the security is less than the security detailed in your most recent proposal form completed for this Certificate of insurance unless the Insured shall give written notice to Insurers of such alteration prior to the alteration becoming effective and its being allowed by Endorsement and/or Certificate.

### **7. Assignment of interest**

No change in, or modification of, or assignment of interest under this Certificate shall be effective except when made by written endorsement to this Certificate and signed by an authorised employee of Us.

### **8. Electronic Data Processing Media Valuation**

Should electronic data processing media insured by this Certificate suffer physical loss or damage insured by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### **9. Australia Terrorism Insurance Act 2003 Notice**

The Insurers 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 Insurers have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Insurers 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 Insurer's liability for payment for "eligible terrorism losses".

## **10. Electronic Date Recognition Exclusion (E,D,R,E)**

This Certificate does not cover any loss, damage, cost, claim or expense, whether preventative remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of date involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not
- (b) any changes, alteration, or modification involving the date change to the year 2000, or any other date change including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, cost claim or expense.

## **General Exclusions Applicable to Sections 1, 2 & 3**

The Extended Radioactive Contamination Exclusion Clause, the Terrorism Exclusion Clause and the War and Uprisings Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In the event of conflict between these clauses, the Extended Radioactive Contamination Clause shall prevail.

### **1. Extended Radioactive Contamination**

In no case shall this contract cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- (a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

### **2. War and Civil War Exclusion**

Notwithstanding anything to the contrary contained herein this certificate does not cover Loss or Damage 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 public or local authority.

### **3. Terrorism Exclusion**

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.

### **4. Sanction Limitation and Exclusion**

No insurer shall be deemed to provide cover and no 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 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.

## How to make a claim under this Certificate

If You suffer any loss or damage or any Occurrence which may give rise to a claim and as a condition precedent to Your right to be indemnified under this Certificate You must;

- a) take immediate steps to minimise the loss or damage and take all reasonable steps and protective measures to prevent further loss;
- b) promptly notify us in writing of any Occurrence providing us with all information which is available to You;
- c) You must forward on immediately any claim or notice of proceedings for which the Underwriters may be required to indemnify the Insured once You are upon receipt of them and any other correspondence or information regarding the claim or proceedings.
- d) inform the Police if equipment is lost or if theft or malicious damage or any other crime is suspected;
- e) lodge a written claim on the carrier within 3 days if the equipment was in transit and not in your care. If you are unable to fully quantify the extent of damage, still lodge a written claim, advising that further details will be forwarded once the claim is quantified;
- f) not carry out repairs (except as allowed in (a) above) until we have had the opportunity to examine the damage and have authorised such repairs;
- g) within thirty (30) days submit in writing full particulars of any claim and supply all such information and documentation as we may reasonably require;
- h) preserve any damaged equipment and make it available for inspection by our representative or agent (incl a loss assessor).

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the prior written consent of the Underwriters.

## Discharge of Payment

In connection with any claim against the Insured the Underwriters may at any time pay to the Insured a sum equal to the Limit of Indemnity or any lesser amount for which such claim can be settled. Upon payment of such sums the Underwriters shall be entitled to relinquish the control of such claim and be under no further liability in connection therewith except for Legal Costs which the Underwriters have already agreed in writing to pay in respect of matters prior to the date of such payment. However where the Limit of Indemnity is stated to be inclusive of all costs and expenses if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the Underwriters to pay all costs and expenses in connection therewith shall be limited to such proportion of the said costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of a claim.

## How to cancel this Certificate

This contract may be cancelled by:

- a) You, at any time, by advising us in writing. If the contract is cancelled by you the refunded premium will be computed by the Short Scale Rate table

1 Month: 20%	2 Months: 30%	3 Months: 40%	4 Months: 50%	5 Months: 60%
6 Months: 70%	7 Months: 75%	8 Months: 80%	9 Months: 85%	Over 9 Months: 100%

The premium retained by us will not be less than the minimum premium specified on the Declarations Page, or

- b) Us, if you do any of the following:
  - i. Make a misleading statement to us when you apply for your insurance.
  - ii. Fail to tell us anything you should tell us when you apply for this contract, renew this contract or change this contract.
  - iii. Fail to comply with the conditions of this contract.
  - iv. Fail to pay the premium for this insurance.
  - v. Are not fair and open in your dealings with us.
  - vi. Make a claim during the period of this contract that is not true. The claim does not have to be under this contract and can be with us or another insurance company.

The premium retained by us will be the Pro rata method if we cancel. If a claim payment is made on an item, we will be entitled to collect and retain 100% of the annual premium applicable to the item. Following cancellation, the Insurer will refund Government Charges to the Insured if the charges are refunded by the Government.



## CERTIFICATE PROVISIONS (applicable to all sections of the Certificate)

### 1. SIGNATURE REQUIRED

This Certificate shall not be valid unless signed by A.I.S. Insurance Brokers Pty Ltd on behalf of Underwriters nominated in the schedule.

### 2. CORRESPONDENT NOT INSURER

A.I.S. Insurance Brokers Pty Ltd is not an Underwriter hereunder and shall not be liable for any loss or claim whatsoever.

### 3. COMPLAINTS PROCEDURE

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

There are established procedures for dealing with complaints and disputes regarding **Your** policy or claim.

#### Stage 1

Any enquiry or complaint relating to a Lloyd's **Policy** or claim should be addressed to AIS Insurance Brokers in the first instance – in most cases this will resolve **Your** grievance.

They will respond to **Your** complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with you. **You** will also be kept informed of the progress of **Your** complaint.

#### Stage 2

In the unlikely event that this does not resolve the matter or **You** are not satisfied with the way **Your** complaint has been dealt with, **You** should contact:

Lloyd's Australia Limited  
Level 9, 1 O'Connell St  
Sydney NSW 2000  
Telephone: (02) 8298 0783  
Email: idraustralia@lloyds.com

When **You** lodge your dispute with us, we will usually require the following information:

- Name, address and telephone number of the **Insured**;
- Details of the **Policy** concerned (**Policy** and/or claim reference numbers, etc);
- Details of the insurance intermediary through whom the **Policy** was obtained;
- Reasons why **You** are dissatisfied;
- Copies of any supporting documentation **You** believe may assist us in addressing **Your** dispute appropriately.

Following receipt of **Your** complaint, **You** will be advised whether **Your** dispute will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to **You**:

- Where **Your** complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA) **Your** complaint will generally be reviewed by a person at Lloyd's Australia with appropriate authority to deal with **Your** dispute.
- Where **Your** complaint is not eligible for referral to the Australian AFCA, Lloyd's Australia will refer **Your** complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK AFCA, who will review **Your** complaint and will liaise directly with **You**.
- For all other matters **You** will be advised of what other avenues may be available to **You**.

#### How long will the Stage 2 process take?

**Your** complaint will be acknowledged in writing within 5 business days of receipt, and **You** will be kept informed of the progress of our review of **Your** complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **You** will receive a full written response to **Your** complaint within 15 business days of receipt, provided **We** have received all necessary information and have completed any investigation required.

#### External Dispute Resolution

If **Your** complaint is not resolved in a manner satisfactory to **You** or we do not resolve **Your** complaint within 45 calendar days of receiving it at Stage 1, **You** may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA can

be contacted by post GPO Box 3, Melbourne Vic 3001 or phone 1800 931 678, email [info@afca.org.au](mailto:info@afca.org.au), or website [www.afca.org.au](http://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 to consumers. Your dispute must be referred to AFCA within 2 years of the date of our final decision. Determinations made by AFCA are binding upon us.

Customers not eligible for referral to AFCA, may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to you.

**How much will this procedure cost you?**

This service is free of charge to policyholders.

#### **4. SERVICES OF SUIT**

Underwriters agree that:

In the event of a dispute arising under the insurance, Underwriters at the request of the Insured will submit to the jurisdiction of any competent court in the Commonwealth of Australia or New Zealand. Such dispute 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 Underwriting General Representative  
Level 9, 1 O'Connell Street, Sydney NSW, 2000  
Telephone Number: (02) 8298 0700  
Facsimile Number: (02) 8298 0788

who has the authority to accept services and enter an appearance on the Underwriter's behalf.

If a suit is instituted against Underwriters, Underwriters hereon will abide by the final decision of such court or any competent appellate court.

#### **5. SEVERAL LIABILITY CLAUSE**

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 members of the syndicate taken together) is shown in this contract.

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. 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 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 to reference of contracts in the plural.

## **Privacy Statement**

Lloyd's Underwriters and AIS Insurance Brokers Pty Ltd have always protected the privacy of personal information of our valued clients. The standards to which we handle this personal information have been set by the Privacy Act which came into effect on 21<sup>st</sup> December, 2001 and the Australian Privacy Principles (APP) which came into effect on 12<sup>th</sup> March 2014. All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as Insurance Brokers or as stated in this document.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to AIS. This may be done either verbally or in writing to Complaints Officer, AIS Insurance Brokers Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the Certificate wording under "Privacy".

### **How & why do we require your Personal Information?**

We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member. The information is collected to allow us to provide our insurance broking services including to arrange and place insurance cover, assess and underwrite risks, properly administer your claims and source & facilitate finance.

### **Disclosure of your Personal Information to third parties**

As we have a duty to maintain the confidentiality of our clients affairs, we only disclose information to third parties who we believe are necessary to assist us in providing, managing and administering the services we provide and products we are involved with. These third parties are also required to abide by the Australian Privacy Principles and use the personal information only for the services that they supply.

### **What we expect of you**

AIS aim to ensure that your personal information is up to date and accurate. Please contact us if you need:

- Access to, or revise your personal information
- Feel that the information we currently have on record is incorrect or incomplete.

### **Transfer of information overseas**

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or reinsurers are based overseas and we need to provide your personal information to them to arrange your cover or to submit a claim.

### **Opting out**

We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.

### **How to contact us**

If you wish to gain access to or update your personal information, have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other matter relating to our Privacy Certificate, you can speak to any of our staff, who will do their best to try to resolve your issue as simply as possible.

### **Your Rights and Our Obligations**

Details of your rights and our obligations under the Privacy Act and the Australian Privacy Principles, are contained in the General Insurance Code of Practice which can be accessed at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

November 2019