



Public & Products Liability

Policy Document.

Allianz 

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Introduction

Welcome to the Allianz Public and Products Liability Insurance Policy which sets out details of the cover We provide.

When We agree to insure You, We do so based on the information provided to Us by You or on Your behalf and subject to payment of the required premium.

We insure You in accordance with the terms and conditions of Your Policy. Your Policy consists of this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, Your Schedule and Proposal. All of them should be read as if they were one document.

We only cover those parties shown in Your Schedule unless otherwise stated in the Policy as being a person or entity entitled to cover.

We cover You for the Period of Insurance shown on Your Schedule and the maximum amount We will pay under Your Policy will not exceed the Limit of Indemnity shown on Your Schedule.

It is important You read this document and the other documents that make up Your Policy carefully to ensure that You have appropriate protection.

Keep Your Policy in a safe place and ensure You read the following important Duty of Disclosure and Privacy information.

Your Duty of Disclosure

You have a duty to tell Us before the Policy is entered into, every matter known to You which:

- You know, or
- a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your Policy.

This duty applies when You renew, extend, vary or reinstate the Policy.

What don't You 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 must tell Us?

Everyone who is insured under the Policy must answer the questions in this way.

What happens if You or they do not comply with this duty?

If You or they do not answer the questions in this way, We may cancel the Policy 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.

Privacy Act 1988 – Information

We collect Your personal information directly from You where reasonably practicable or if not, from other sources. We collect it to provide our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of Our related companies and alliance partners that may interest You (but You can opt out of this by calling Us on 13 2664 EST 8am-6pm, Monday to Friday or indicate Your decision in the appropriate area of the Privacy section of Our website at www.allianz.com.au). If You do not provide the information We require We may not be able to provide You with this service.

We disclose information to third parties who assist Us in the above. (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, Your agents and other persons where required by law. We prohibit them from using it for purposes other than those We supplied it for. Where You provide Us with information about another person for the above purposes, You must tell Us if You haven't got their consent to this. If You wish to gain access to Your personal information (including to correct or update it), 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 query relating to Privacy, contact Us on 13 2664 EST 8am-6pm, Monday to Friday.

General Insurance Code of Practice – providing You with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us using the details on the back cover.

Dispute resolution process – helping You solve any problems

We have a free internal complaints resolution process that can be accessed by contacting Us using the details

on the back cover. If this process doesn't resolve the complaint We will give You information about how to access available external dispute resolution schemes.

Contact for assistance or confirmation of cover

If You need to confirm any Policy transaction or clarify any of the information contained in this Policy Document or if You have any other queries, please refer to the contact details on the back cover.

If this insurance has been issued through an insurance intermediary

If Your Policy has been arranged through Our agent, or a broker who is acting under an agency arrangement such as a binder with Us, then they are acting as Our agent and not as Your agent. They will tell You when this is the case.

If Your Policy has been arranged by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent.

Where this Policy has been arranged through an intermediary a commission may be payable by Us to them for arranging the insurance.

Cover

This Policy insures all amounts, which You become legally liable to pay as compensation in respect of Personal Injury and/or Property Damage first occurring within the Territorial Limits during the Period of Insurance as a result of an Occurrence in connection with Your Business, up to the Limit of Indemnity and subject to the other Policy terms and conditions.

Definitions

“**Aircraft**” means any vessel, craft or device made or intended to fly or move in or through the atmosphere or space.

“**Business**” means the business described in Your Schedule, carried on by You or on Your behalf and any trade or occupation incidental to that business.

“**Employment Practices**” means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by You.

“**Excess**” means the amount of money specified in Your Schedule or otherwise stated in Your Policy as the Excess, that You must pay or contribute as the first payment for each Occurrence giving rise to a claim, including supplementary payments.

“**Hovercraft**” means any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

“**Incidental Contracts**” means:

- a. any written rental agreement or lease of real property which does not impose on You:
 - (i) an obligation to insure such property; or
 - (ii) any liability regardless of fault;
- b. any written contract with any public authority for the supply of water, gas or electricity but only to the extent of indemnifying any such authority in respect of liability arising out of Your Business and excepting contracts for the performance of work or provision of services by You.

“**Limit of Indemnity**” means the amount stated in Your Schedule. This is the maximum amount We will pay in respect of any claim or claims arising from one Occurrence, provided that, for all legal liability directly or indirectly arising out of or in any way related to Your Products, Our total aggregate liability during any one Period of Insurance will not exceed the Limit of Indemnity. The Limit of Indemnity is inclusive of and not additional to any applicable Excess.

“Medical Persons” means legally qualified medical practitioners, legally qualified, enrolled and registered nurses, dentists and first aid attendants.

“Non-manual Sales Representatives” means Your agents, servants or employees who are involved solely in the marketing of Your Products, but does not mean any such person who undertakes the manufacture, maintenance or repair of Your Products whether or not such activities are incidental to marketing of Your Products.

“Occurrence” means any event or events resulting in Personal Injury and/or Property Damage and which is/are neither expected nor intended by You. Any series of events consequent upon or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions, which result in Personal Injury and/or Property Damage, are deemed to be one Occurrence.

“Period of Insurance” means the period commencing on the effective date and ending on the expiry date as shown in Your Schedule.

“Personal Injury” means:

- a. death, bodily injury, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- b. (i) false arrest, wrongful detention or imprisonment, malicious prosecution;
(ii) wrongful entry or eviction;
(iii) assault or battery;
(iv) libel, slander, defamation of character or invasion of right of privacy.

“Policy” means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, Your Schedule and the Proposal.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste includes material to be recycled, reconditioned or reclaimed.

“Property Damage” means:

- a. physical damage to, physical loss of or physical destruction of tangible property including any resultant loss of use; or
- b. loss of use of tangible property that has not been physically damaged, physically lost or physically destroyed provided such loss of use is caused by physical damage to, physical loss of or physical destruction of other tangible property.

“Proposal” means the application form completed by You or on Your behalf in which You provided the information upon which We relied to enter into this Policy.

“Schedule” means the most recently dated Policy Schedule We have provided to You which specifies important information such as the policy number, the details of the Business and the Limit of Indemnity.

“Territorial Limits” means anywhere in the world subject to Exclusion 22.

“Tool of Trade” means a Vehicle which has any tool or plant forming part of or attached to or used in connection with it while such tool or plant is in operation for the purpose of the Business, but does not include:

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

“Vehicle” means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

“Watercraft” means any vessel, craft or thing (other than a Hovercraft) made or intended to float on or in or travel on or through water.

“We”, “Us”, “Our”, “Allianz” means Allianz Australia Insurance Limited ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

“Worker” means any person employed by You or deemed to be employed by You pursuant to any law.

“Workers’ Compensation Law” means any law relating to compensation for injury to Workers or employees.

“You”, “Your”, “Yours” means:

- a. the Insured shown in Your Schedule;
- b. any subsidiary companies of (a) above, existing at the effective date of the Period of Insurance as shown in Your Schedule, whose place of incorporation is within Australia or its external territories;
- c. (i) any company acquired by, and whose operations are controlled and managed by, the Insured shown in Your Schedule or a company referred to in (b) above during the Period of Insurance as a result of consolidation, merger or purchase,
(ii) any subsidiary company that is incorporated by the Insured shown in Your Schedule or by a company referred to in (b) above, during the Period of Insurance;

Provided that:

- (i) any such acquisition or incorporation is notified to Us within 90 days,

- (ii) the newly acquired or incorporated company conducts the same type of business as Your Business, and
- (iii) the newly acquired or incorporated company is incorporated within Australia or its external territories;
- d. (i) any director, executive officer, employee or partner of the Insured shown in Your Schedule or a company referred to in (b) or (c) above, but only while acting within the scope of their duties in such capacity, and
- (ii) any shareholder of a company referred to in (a), (b) or (c) above, but only while acting within the scope of their capacity as a shareholder of such company;
- e. any principal in respect of such principal's vicarious liability for the acts or omissions of the Insured shown in Your Schedule or a company referred to in (b) or (c) above, in the performance of work for such principal, subject always to the extent of cover and Limit of Indemnity provided in this Policy;
- f. any office bearer or member of a social and/or sporting club, canteen, welfare or child care organisation, or first aid, fire or ambulance service, formed with the consent of any of the parties in (a), (b), (c) or (d) above and which is incidental to Your Business.

"Your Products" means anything (after it has ceased to be in Your physical possession or under Your control) manufactured or deemed to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by You (including any container other than a Vehicle).

Limit of Indemnity and Excess

The Limit of Indemnity is the amount stated in Your Schedule. This is the maximum amount We will pay in respect of any one Occurrence provided that, for all legal liability directly or indirectly arising out of Your Products, Our total aggregate liability during any one Period of Insurance will not exceed the Limit of Indemnity. The Limit of Indemnity is inclusive of and not additional to any applicable Excess.

You must pay the Excess for each Occurrence, including for any supplementary payments made.

Supplementary payments

Subject to the provisos below, in addition to the Limit of Indemnity, We will also make the following supplementary payments:

- a. all charges, expenses and legal costs incurred by Us and/or by You with Our prior written consent in the investigation, reporting, settlement or defence of any claim or suit for compensation for which:
 - (i) You are entitled to cover under this Policy, or
 - (ii) You would be entitled to cover under this Policy if such claim or suit were to be sustained;
- b. all legal costs taxed against You in any such suit or claim and all interest on the judgment or settlement amount accruing after the entry of judgement against You until We have paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Indemnity;
- c. all expenses incurred by You for providing first aid to others for Personal Injury for which You are covered by this Policy (other than medical expenses prohibited by law);

Provided that:

- (i) if a payment exceeding the Limit of Indemnity has or is required to be made to dispose of a claim, Our liability to make supplementary payments will be limited to the proportion of the supplementary payments as the Limit of Indemnity bears to the amount paid or required to be paid to dispose of the claim. Where the application of this clause means that You are liable to repay supplementary payments to Us, We may set off the amount that You owe Us against any other entitlements You have under this Policy;
- (ii) supplementary payments in connection with claims made and/or actions instituted against You within the United States of America or Canada or claims and actions to which the laws of the United States of America or Canada apply will form part of the Limit of Indemnity and not be additional to it.

Exclusions

This Policy does not cover any actual or alleged liability:

1. Aircraft, Hovercraft

directly or indirectly arising out of or in any way connected with:

- a. the ownership, possession, maintenance, repair, operation or use by You or on Your behalf;
- b. any of Your Products which are incorporated into the structure, machinery or controls;

of any Aircraft or Hovercraft.

2. Asbestos

arising directly or indirectly out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

3. Assault and battery

directly or indirectly arising out of or in any way connected with assault and/or battery committed by You or at Your direction.

This Exclusion 3. will not apply when such assault and/or battery is committed for the purpose of preventing or eliminating danger to persons or property.

4. Contractual liability

assumed under any contract or agreement.

This Exclusion 4. does not apply to:

- a. liability that would have been implied by law in the absence of such contract or agreement;
- b. liability assumed by You under a warranty of fitness or quality regarding Your Products;
- c. those written contracts shown in Your Schedule; or
- d. liability assumed under Incidental Contracts.

5. Defamation, libel and slander

directly or indirectly arising out of or in any way connected with, the publication or utterance of any libellous, slanderous, defamatory or disparaging material:

- a. made prior to the commencement of the Period of Insurance;
- b. made by You or at Your direction or with Your authority and with knowledge of its falsity; or
- c. related to advertising, broadcasting, telecasting or publishing activities conducted by You or on Your behalf.

6. Defect in design

directly or indirectly arising out of or in any way connected with, design, specification or formula provided by You or any error or omission in respect of such design, specification or formula.

This exclusion 6. will not apply in respect of any design, specification or formula in any of Your Products, which was not provided for remuneration, such as a fee or commission.

7. Employer's liability

- a. for Personal Injury to any Worker, if You are required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
- b. imposed by:
 - (i) any Workers' Compensation Law;
 - (ii) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination;
 - (iii) any law relating to Employment Practices.

8. Erections, alterations and additions

directly or indirectly arising out of or in any way connected with, the construction, erection, alteration, demolition of and/or addition to buildings by You or on Your behalf.

This Exclusion 8. will not apply to alteration of or addition to buildings owned and/or occupied by You where the cost of such alterations or additions does not exceed \$500,000.

9. Faulty workmanship

for the costs or expenses incurred in performing, completing, correcting or improving any work or service undertaken or provided by You or on Your behalf.

10. Information Technology risk

arising directly or indirectly out of or in any way connected with Your Internet Operations.

This Exclusion 10. does not apply to liability otherwise covered by this Policy which would have arisen irrespective of Your Internet Operations.

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

- a. use of electronic mail systems by You or Your employees, including part-time and temporary staff, and others acting on Your behalf;
- b. access through Your network to the world wide web or a public internet site by You or Your employees, including part-time and temporary staff, and others acting on Your behalf;

- c. access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; and
- d. the operation and maintenance of Your website.

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

11. Loss of use

for loss of the use of tangible property (not having been physically damaged or destroyed) directly or indirectly arising out of or in any way connected with:

- a. a delay in or lack of performance by You or on Your behalf in relation to any contract or agreement; or
- b. the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You.

This Exclusion 11 b. does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Your Products after such products have been put to use by any person or organisation other than You.

12. More specific Policy

for which indemnity is provided, or would have been provided but for any applicable deductible or Excess, under a more specific Policy shown as such in Your Schedule.

13. Nuclear

caused by or arising from or in any way connected with ionising radiation or contamination by radioactivity from:

- a. any nuclear fuel or from any nuclear waste;
- b. the combustion of nuclear fuel (including any self-sustaining process of nuclear fission); or
- c. nuclear weapons material.

14. Participation

for Personal Injury to any person or Property Damage to the property of any person directly or indirectly arising out of or in any way connected with, the actual participation of such person in any sport, exercise or activity such as but not limited to aerobics, athletics, football, aquatic, aerial or equestrian activity.

The term Participation as used in this exclusion includes the participation, training or practice for, supervision or control of such activities.

This Exclusion 14. does not apply to Personal Injury or Property Damage caused by any fault or defect in equipment provided by You at any location owned and/or occupied by You for the purpose of Your Business.

15. Penalties, liquidated damages, punitive, exemplary, aggravated and/or multiple damages

for fines or penalties imposed by law or liquidated damages or punitive, exemplary, aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

16. Pollution

directly or indirectly arising out of or in any way connected with:

- a. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants;

This Exclusion 16 a. will not apply to liability for Personal Injury or Property Damage where such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place;

- b. testing, monitoring, clean-up, removal, containment, treatment, detoxifying or neutralising of Pollutants whether or not any of the foregoing are or should be performed by You or by others;
- c. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants caused by any of Your Products that have been discarded, dumped, abandoned or thrown away by others; or
- d. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants in the United States of America or Canada or in any country to which the laws of the United States of America or Canada apply.

17. Product defect

for Property Damage to Your Products if such Property Damage directly or indirectly arises out of or is in any way connected with:

- a. any defect in them or their harmful nature;
- b. their unsuitability for the purpose for which they were intended; or
- c. their inherent vice or inefficiency or ineffectiveness.

18. Product recall

directly or indirectly arising out of or in any way connected with, the removal, withdrawal, recall, inspection, repair, reconditioning, replacement or loss of use of Your Products or any property of which Your Products form a part if they are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

19. Professional liability

directly or indirectly arising out of or in any way connected with the provision by You or anyone on Your behalf, of professional advice or service or any error or omission connected therewith.

This Exclusion 19. does not apply to:

- a. the rendering of or failure to render medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises, other than where Your Business involves the provision of professional medical services or advice (which includes dental and veterinary services and advice) and the provision or sale of medication or other medical equipment, prosthetics, aids or devices of any description; or
- b. Personal Injury or Property Damage where such professional advice or service is not provided for any remuneration, such as a fee or commission.

20. Property in physical or legal control

for Property Damage to:

- a. property owned by or leased or rented to You;
- b. property in Your physical or legal control.

Provided that this Exclusion 20. will not apply to liability for Property Damage to:

- (i) buildings which are leased or rented to You;
- (ii) buildings, including their contents, not owned, leased or rented to You but temporarily occupied by You for the purpose of carrying out work in connection with Your Business, but We will not pay for Property Damage to that part of the property on which You are or have been working which arises out of such work;
- (iii) Vehicles (not belonging to or used by You or on Your behalf) in Your physical or legal control where such Property Damage occurs while any such Vehicles are in a car park which is not owned or operated for reward by You as part of Your Business;
- (iv) property belonging to visitors or Your employees; or

- (v) property in Your physical or legal control (except while undergoing any process or being worked upon) for which You have not assumed any responsibility to obtain insurance.

Our liability under this proviso (v) will be limited to \$100,000 in the aggregate in respect of any one Period of Insurance, unless a higher amount is shown in Your Schedule, and will be subject to the Excess shown in Your Schedule.

21. Smoking

for any Personal Injury directly or indirectly arising out of or in any way connected with, the inhalation or ingestion of or exposure to:

- a. tobacco or tobacco smoke; or
- b. any ingredient or additive present in any articles, items or goods which contain or include tobacco.

22. Territorial limits

- a. arising out of a claim made or actions instituted within any country, state or territory (outside Australia) where the law requires that such liability only be insured or secured with an insurer or organisation licensed or authorised in that country, state or territory. ;
- b. arising out of a claim made, or actions instituted in the United States of America or Canada or any country, state, territory or protectorate to which the laws of the United States of America or Canada apply;
- c. caused by or arising out of Your Products knowingly exported to the United States of America or Canada or any country, state, territory or protectorate to which the laws of the United States of America or Canada apply;

This Exclusion 22. does not apply to:

- (i) traveling executives or Non-manual Sales Representatives who are normally resident in Australia;
- (ii) Your Products exported to the United States of America or Canada or any country, state, territory or protectorate to which the laws of the United States of America or Canada apply, without the knowledge of You, Your agents or servants.

23. Terrorism

for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined

herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

This Policy also excludes death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

24. Vehicles

directly or indirectly arising out of or in any way connected with, the ownership, possession, operation, use or legal control by You or on Your behalf of any Vehicle:

- a. which is registered or is required under any legislation to be registered;

This Exclusion 24 a. will not apply to:

- (i) liability for Personal Injury or Property Damage arising beyond the limits of any carriageway or thoroughfare or caused by the loading or unloading of any Vehicle or trailer; or
 - (ii) liability for Personal Injury and/or Property Damage arising from the use of any Vehicle as a Tool of Trade.
- b. where such liability is required by virtue of any legislation to be insured under a compensation scheme or policy of bodily injury insurance.

25. War

caused by or arising from or in any way connected with any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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.

26. Watercraft

directly or indirectly arising out of or in any way connected with the ownership, maintenance, possession, operation or use by You or on Your behalf of any Watercraft, the hull of which exceeds 8 metres in length except where such Watercraft is owned and operated by others and used by You for business entertainment.

27. Welding and allied processes

directly or indirectly arising out of or in any way connected with, You or other persons working on Your behalf not having strictly complied with the Australian Standard 1674.1-1997 "Safety in welding and allied processes - Fire precautions" as set out in the Standard or as amended when involved in welding, thermal or oxygen cutting or heating or other related heat producing or spark producing operations.

28. Wilful acts

caused directly or indirectly by or in any way connected with any:

- a. dishonest, fraudulent, criminal or malicious act;
- b. wilful breach of any contract, duty, statute or the requirements of any statutory or regulatory body;
- c. conduct intended to cause Personal Injury, Property Damage or liability with reckless disregard for the consequences;

of You or any person acting with Your knowledge, consent or connivance.

Conditions

If You do not meet the following conditions 1., 4., 8., 9., 11. or 12., We may cancel the Policy and/or reduce or refuse to pay a claim.

1. Alteration to risk

If You become aware of any changes in the facts or circumstances to those which existed when this Policy commenced that change the nature of the risk (for example, the nature of or type of Your Business,

other circumstances that affect the situation or property insured in a way that would increase the risk of Personal Injury, Property Damage or liability) You must notify Us in writing as soon as possible.

If We agree to the change We will do so in writing and You must pay Us any additional premium We require.

2. Applicable law

This Policy is governed by the laws of Australia. Any phrase or word in this Policy will be interpreted in accordance with the law of the Commonwealth of Australia. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the Policy was issued.

3. Cancellation rights under the policy

- a. You may cancel Your Policy at any time by notifying Us in writing;
- b. We have the right to cancel Your Policy where permitted by law. For example, We can cancel:
 - if You failed to comply with Your Duty of Disclosure, or
 - where You have made a misrepresentation to Us during negotiations prior to the issue of Your Policy, or
 - where You have failed to comply with a provision of Your Policy, including the term relating to payment of premium, or
 - where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You;
- c. If We decide to cancel Your Policy We will give written notice to You personally or by post to Your last known address. Such notice will be effective from 4pm on the third business day after the day it is given to You, unless it specifies a later date. Note: A posted notice is deemed given to You at the time it would have been delivered in the ordinary course of the postal service;
- d. If You or We cancel Your Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of Your Policy and any government taxes or duties We cannot recover;
- e. In the event that You have made a claim under Your Policy and We have agreed to pay the full

Limit of Indemnity, no return of premium will be made for any unused portion of the premium.

Non Payment of Premium by Instalments – Right to refuse a claim

Where You pay Your Premium by instalments, You must ensure that they are paid on time because if an instalment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim. We will notify You if an instalment has not been paid.

4. Claims procedure

- a. As soon as You become aware of any, or any potential, Occurrence, claim, writ, summons, proceeding or request in writing for damages which may result in a claim under Your Policy You must, at Your own expense:
 - (i) immediately inform the police of any malicious damage to or theft, of property in Your physical or legal control belonging to others that is insured by this Policy;
 - (ii) advise Us as soon as possible by telephone or facsimile telling Us how the Personal Injury, Property Damage or liability occurred;
 - (iii) take all reasonable action to recover lost or stolen property that was in Your physical or legal control belonging to others that is insured by Your Policy and minimise the claim;
 - (iv) as far as possible preserve any products, appliances, plant or other items which might prove necessary or useful as evidence until We have had an opportunity of inspection;
 - (v) give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim including details of any other insurance effected by You or on Your behalf;
 - (vi) as soon as reasonably practicable after the Personal Injury, Property Damage or liability occurred (or any further time which We may allow in writing) deliver to Us a written claim containing as detailed an account as is reasonably practicable of the circumstances surrounding the Personal Injury, Property Damage or liability. If We ask You to provide Us with a Statutory Declaration You must provide it;
 - (vii) immediately send Us any claim, writ, summons, or full details of other relevant

legal or other proceedings such as an impending prosecution or inquest You receive or become aware of; and

(viii) at all times give Us all the information and assistance We may reasonably require;

b. You MUST NOT:

(i) admit liability for, or offer, or agree to settle any claim without Our written consent; and/or

(ii) authorise the repair or replacement of anything without Our agreement unless for safety reasons or to minimise or prevent further imminent Personal Injury, Property Damage or liability;

c. After You have advised Us of any Personal Injury, Property Damage or liability as set out in this Condition:

(i) You must comply with all the terms of the conditions before We will meet any claim under Your Policy;

(ii) We have the right to recover from any person against whom You may be able to claim any money paid by Us and We will have full discretion in the conduct, settlement or defence of any claim in Your name;

(iii) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim;

(iv) We may pay You the Limit of Indemnity under the Policy or any lesser amount for which a claim or claims may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We pay You that We previously agreed to pay.

5. Cross liability

Where You are comprised of more than one entity, the term “You” will be considered as applying to each entity in the same manner as though a separate Policy had been issued to each entity, provided that Our Limit of Indemnity and liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

6. Discharge of liabilities

We may at any time pay to You or on Your behalf in respect of all claims against You:

a. the amount of the Limit of Indemnity (after deduction of any sum or sums already paid by Us); or

b. any lesser sum for which the claim or claims may be settled.

Upon such payment We will relinquish conduct or control of the defence of all claims against You and be under no further liability under Your Policy in connection with such claim or claims.

Provided that We will pay for costs, charges and expenses recoverable from You in respect of the period prior to the date of such payment (whether or not this is pursuant to an order made subsequently) or incurred by Us or by You with Our written consent prior to the date of such payment.

7. GST Notice

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

Limit of Indemnity

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

Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount.

We will pay the GST amount in addition to the Limit of Indemnity or other limits shown in the Policy or in Your Schedule.

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

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.

- Where We make a payment under this Policy as compensation instead of payment for a relevant

acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – Input tax credit entitlement

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

8. Interests of other parties

Where the protection provided by this Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties, subject to:

- (i) the Wilful acts exclusion, and
- (ii) provided the remaining parties must, immediately on becoming aware of any act or omission that increases the risk of Personal Injury, Property Damage or liability give notice in writing to Us and on demand pay such reasonable additional premium as We may require.

9. Other insurance

You must give Us written notice of any insurance or insurances already effected, or which may be subsequently effected covering, whether in whole or in part, the subject matter of this Policy.

10. Premium adjustment

If the premium for this Policy has been calculated on any estimates given by You, You must keep accurate records containing all relevant particulars and at any reasonable time allow Us to inspect such records.

Following the expiry of each Period of Insurance You must supply Us with such records as We may reasonably require so that the premium for that period may be calculated. Subject to any minimum premium applicable, the difference must be paid by or will be allowed to You as the case may be.

11. Reasonable care and maintenance

You must take all reasonable care, action and precautions at Your own expense to:

- a. prevent and minimise Personal Injury, Property Damage and liability;

- b. maintain Your premises in sound condition, in particular to minimise or avoid Personal Injury, Property Damage or liability;
- c. comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements;
- d. prevent the manufacture, sale or supply of defective products;
- e. trace, recall or modify any products containing any defect or deficiency which defect or deficiency You have knowledge of or have reason to suspect;
- f. only employ competent employees and ensure they meet the requirements specified in a. – e. above.

12. Waiver of subrogation rights

We may not be liable to pay any benefits under this Policy for Personal Injury, Property Damage or liability if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that Personal Injury, Property Damage or liability.

For all enquiries please call your insurance intermediary

allianz.com.au

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