CGU

TABLE OF CHANGES

This document applies to:

- **CGU Professional Indemnity**
- **CGU Professional Indemnity and Broadform Liability**

This Document is for illustrative purposes only and is in no way promissory in nature, does not form a part of the policy and certain changes may not be listed. Please refer to the Policy Wording for full terms and conditions, limits and exclusions.

Policy 1 – Professional Indemnity	
Previous	**Update**
4.2 Enquiries cover For those **Enquiries** of which the **Insured** first becomes aware and of which **We** are told about in writing as soon as reasonably possible during the **Period of Insurance** and which occurred after the 'Retroactive Date' specified in the **Schedule**, **We Cover** the **Insured** (subject to the **Specific Cover Limit** set out in the **Schedule** for 'Enquiries') for the reasonable and necessary legal costs and expenses incurred with **Our** prior written consent (which shall not be unreasonably delayed or withheld) for the representation of the **Insured** at any **Enquiry**. This **Cover** does not extend to paying the **Insured's** regular or overtime wages, salaries or fees. If no **Specific Cover Limit** is indicated in the **Schedule** for 'Enquiries', then no **Cover** is provided by this **Policy** for **Enquiries**.	**4.2 Enquiries cover** For those **Enquiries** of which the **Insured** first becomes aware and of which **We** are told about in writing as soon as reasonably possible during the **Period of Insurance** and which ~~occurred~~arise directly out of the provision of **Professional Services** on or after the 'Retroactive Date' specified in the **Schedule**, **We Cover** the **Insured** (subject to the **Specific Cover Limit** set out in the **Schedule** for 'Enquiries') for the reasonable and necessary legal costs and expenses incurred with **Our** prior written consent (which shall not be unreasonably delayed or withheld) for the representation of the **Insured** at any **Enquiry**. This **Cover** does not extend to paying the **Insured's** regular or overtime wages, salaries or fees. If no **Specific Cover Limit** is indicated in the **Schedule** for 'Enquiries', then no **Cover** is provided by this **Policy** for **Enquiries**.
4.7 Run-off cover for the policyholder In the event that a **Run-Off Event** occurs during the **Period of Insurance**: a) the **Cover** provided by this **Policy** with respect to such **Policyholder** shall continue until the expiry date of this **Policy** in respect of any **Claim** otherwise **Covered** by this **Policy** arising from any act, error or omission prior to the date of the **Run-Off Event**. b) the **Policyholder** may apply to extend the **Period of Insurance** for run-off cover subject to: i) the provision of a proposal; and ii) **Our** written agreement to provide such extension, which agreement is at **Our** absolute discretion; and iii) the payment of any additional premium required	**4.7 Run-off cover for the policyholder** In the event that a **Run-Off Event** occurs during the **Period of Insurance**: a) the **Cover** provided by this **Policy** with respect to ~~such~~the **Policyholder** shall continue until the expiry date of this **Policy** only in respect of any **Claim** ~~otherwise~~or **Covered** ~~by this **Policy**~~**Claim** arising from any act, error or omission prior to the date of the **Run-Off Event**. b) the **Policyholder** may apply to extend the **Period of Insurance** for run-off cover subject to: i) the provision of a proposal; and ii) **Our** written agreement to provide such extension, which ~~agreement~~ is at **Our** absolute discretion; and iii) the payment of any additional premium required

by **Us** (to be paid in full immediately upon expiry of this **Policy**; and iv) any additional terms, conditions or exclusions that **We** may impose in respect of such extension~~;~~.	by **Us** ~~(~~that is to be paid in full immediately upon expiry of this **Policy**; and iv) any additional terms, conditions or exclusions that **We** may impose in respect of such extension~~;~~.
c) where **We** agree to do so, and at **Our** absolute discretion, the **Period of Insurance** may be extended up to a maximum of 84 months, as may be determined by **Us**, provided that **Our** total liability under the **Policy** for all **Claims** and **Covered Claims** in the aggregate for the **Period of Insurance** and any extended period pursuant to this Extension, shall not exceed the **Policy Limit**. In the interests of clarity the **Period of Insurance** shall not, in any circumstances, be for a period in total greater than 84 months from the original inception date of the **Policy**.	c) where **We** agree to do so, and at **Our** absolute discretion, the **Period of Insurance** may be extended up to a maximum of 84 months, as may be determined by **Us**, provided that **Our** total liability under the **Policy** for all **Claims** and **Covered Claims** in the aggregate for the **Period of Insurance** and any extended period pursuant to this Extension, shall not exceed the **Policy Limit**. In the interests of clarity the **Period of Insurance** shall not, in any circumstances, be for a period in total greater than 84 months from the original inception date of the **Policy**.

4.9 Extended notification period a) In the event that this **Policy** is not renewed, or is cancelled for any reason other than non-payment of the **Premium**, then the **Policyholder** has until the earlier of the time that the **Policyholder** effects, either with **Us** or any other insurer(s), another insurance policy which covers substantially the same risk as this **Policy**, or a period of 30 days commencing on the day immediately following expiry/cancellation of this **Policy**, whichever is sooner, to notify **Us** of any **Claims** made against the **Insured** during the **Period of Insurance**; b) **Cover** under this Extension: i) does not reinstate or increase the **Policy Limit** or extend the **Period of Insurance**; and ii) will only apply to acts, errors or omissions committed or alleged to have been committed by the **Insured** before the earlier of the **Period of Insurance** or the cancellation date of this **Policy**; and iii) is limited to **Claims** and **Covered Claims** arising from an act, error or omission which occurred on or after the 'Retroactive Date' specified in the **Schedule**.	**4.9 Extended notification period** a) In the event that this **Policy** is not renewed, or is cancelled for any reason other than non-payment of the **Premium**, then the **Policyholder** has until the earlier of the time that the **Policyholder** effects, either with **Us** or any other insurer(s), another insurance policy which covers substantially the same risk as this **Policy**, or a period of 30 days commencing on the day immediately following expiry/cancellation of this **Policy**~~, whichever is sooner,~~ to notify **Us** of any **Claims** made against the **Insured** during the **Period of Insurance**.~~;~~ b) **Cover** under this Extension: i) does not reinstate or increase the **Policy Limit** or extend the **Period of Insurance**; and ii) will only apply to acts, errors or omissions committed or alleged to have been committed by the **Insured** before the earlier of the end of the **Period of Insurance** or the cancellation date of this **Policy**; and iii) is limited to **Claims** and **Covered Claims** arising from an act, error or omission which occurred on or after the 'Retroactive Date' specified in the **Schedule**.
4.18 Fraud & dishonesty a) Notwithstanding Section 7.11 of the **Policy**, **We Cover** the **Insured** on the basis specified in Section 3 of the **Policy** for the **Insured's** vicarious liability in respect of any **Claim** which arises from dishonest, fraudulent, criminal or malicious acts or omissions of any person who is an **Insured** under this **Policy** (but there is no **Cover** for that person's own liability for these **Claims**). b) When the **Claim** in a) above involves the theft or misappropriation of money, then **We** only provide **Cover** for such **Claim** under this Extension if~~:~~ i) the **Policyholder** kept a separate trust account for that money, and the account was audited at least annually by a qualified independent accountant; and ii) all cheques and/or payments prepared on that trust account are required to be signed by a **Principal** or two	**4.18 Fraud & dishonesty** a) Notwithstanding Section 7.11 of the **Policy**, **We Cover** the **Insured** or any other person entitled to **Cover** under this **Policy** on the basis specified in Section 3 of the **Policy** for ~~the **Insured's** vicarious liability in respect of~~ any **Claim** or **Covered Claim** which arises from dishonest, fraudulent, criminal or malicious acts or omissions of any person who is an **Insured** or any other person entitled to **Cover** under this **Policy** (but there is no **Cover** for that person's own liability for these **Claims** or **Covered** **Claims**). b) When the **Claim** or **Covered Claim** in a) above involves the theft or misappropriation of money relating to payments made by cheque and/or electronic funds transfer, then **We** only provide **Cover** ~~for such **Claim**~~ under this Extension if~~:~~ there is a documented procedure in place requiring that: ~~i) the **Policyholder** kept a separate trust account~~

authorised people; iii) all electronic fund transfers are required to be authorised by two authorised people. c) In relation to the **Cover** provided in a) above **We** deduct from any money **We** pay for a **Claim** specified in a) above: i) the amount of any money which the **Policyholder** would have paid to the fraudulent, dishonest, criminal or malicious person who is an **Insured**, if they had not been fraudulent, dishonest, criminal or malicious; and ii) the amount of any money of, or to which the person referred to in paragraph a) above is entitled, which the **Policyholder** holds or is otherwise entitled to (if **We** can do so by law). d) The **Policyholder** must take all reasonable precautions to prevent any loss and continue to perform all the supervision, controls, checks and audits reasonably practicable to avoid or lessen the likelihood of a **Claim Covered** under this Extension arising. e) Notwithstanding a) above, **We** do not provide **Cover** for any **Claims** or **Covered Claims** directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions which the **Policyholder** knew, or ought reasonably to have known of, or suspected or ought reasonably to have suspected, at or prior to the time of such acts or omissions and failed to take any reasonable action to prevent.	~~for that money, and the account was audited at least annually by a qualified independent accountant; and~~ ~~ii~~i) all cheques ~~and/or payments prepared on that~~ are~~trust account are required to be~~ signed by a **Principal** or two authorised people; ~~iii)~~ and ii) all electronic fund transfers are ~~required to be~~ authorised by two authorised people. c) In relation to the **Cover** provided in a) above **We** deduct from any money **We** pay for~~ a **Claim** specified in a) above~~: i) the amount of any money which the **Policyholder** would have paid to the fraudulent, dishonest, criminal or malicious person who is an **Insured** or any other person entitled to **Cover** under this **Policy**, if they had not been fraudulent, dishonest, criminal or malicious; and ii) the amount of any money of, or to which the person referred to in paragraph a) above is entitled, which the **Policyholder** holds or is otherwise entitled to (if **We** can do so by law). d) The **Policyholder** must take all reasonable precautions to prevent any loss and continue to perform all the supervision, controls, checks and audits reasonably practicable to avoid or lessen the likelihood of a **Covered Claim** or **Claim Covered** under this Extension arising. e) Notwithstanding a) above, **We** do not provide **Cover** for any **Claims** or **Covered Claims** directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions which the **Policyholder** knew, or ought reasonably to have known of, or suspected or ought reasonably to have suspected, at or prior to the time of such acts or omissions and failed to take any reasonable action to prevent.

e) Cyber extortion cover i. **We** agree to pay **Cyber Extortion Costs** arising solely from a **Security Threat** first made against the **Insured** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**. ii. Any **Cyber Extortion Costs** covered in i. above shall be subject to local legal requirements in cooperation with, and under the direction, of any authorised criminal enforcement or other agency asserting jurisdiction in the matter. iii. The **Specific Cover Limit** for the cover provided by this Extension is $250,000 in the aggregate. iv. The **Excess** applicable to this Extension is $1,000 each and every **Security Threat**.	**e) Cyber extortion cover** i. Notwithstanding Section 5.1.2 p) vi. and vii. of the **Policy**, **We** agree to pay **Cyber Extortion Costs** arising solely from a **Security Threat** first made against the **Insured** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**. ii. ~~Any **Cyber Extortion Costs** covered in i. above shall be subject to local legal requirements in cooperation with, and under the direction, of any authorised criminal enforcement or other agency asserting jurisdiction in the matter. iii.~~ The **Specific Cover Limit** for the cover provided by this Extension is $250,000 in the aggregate. ~~iv~~iii. The **Excess** applicable to this Extension is $1,000 for each and every **Security Threat**.

	Any **Cyber Extortion Costs** covered under this Section 5.1.1 e) will only be paid in accordance with applicable laws, subject to **Our** reasonable satisfaction that appropriate due diligence has been conducted on behalf of the **Insured** in relation to any payment and will be paid under the direction of, and be subject to, the notification of any ~~authorised~~relevant criminal enforcement or other authority.

	p) Pollution, Nuclear Risks, War & Terrorism, Natural Perils based upon, directly or indirectly arising from or attributable to: i. the **Policyholder** or anyone on behalf of or at the direction of the **Policyholder** discharging, dispersing, releasing or permitting **Pollutants** to escape into or upon land, the atmosphere, or any water course or body of water; or ii. ionising radiations or contamination by radioactivity from any nuclear material; or the hazardous properties of any nuclear explosive, assembly or component; or iii. war, invasion, acts of foreign enemies, civil or military uprisings, hostilities (even if war is not declared), or government power being taken unlawfully; or property being taken, damaged or destroyed by a government or public or local authority; or iv. a **Cyber Operation** carried out as part of the circumstances described in iii., or immediate preparation for circumstances in iii.; or v. a **Cyber Operation** which has a major detrimental impact on the functioning, security or defence of a sovereign state due to disruption to the availability, integrity or delivery of an **Essential Service** in that state; or vi. any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or vii. any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**; or viii. any natural peril or event including storm, windstorm, wildfire, bushfire, lightning, volcanic activity, hydrothermal activity, hail, tornado, cyclone, hurricane, earthquake, landslip, tsunami, flood, solar storm, freezing, weight of snow or any other force majeure. For the purposes of this exclusion: **Cyber Operation** means the use of a **Computer System** by, or at the direction or under the control of a sovereign state to disrupt, deny, degrade, manipulate, or destroy information in a **Computer System** of or in another sovereign state. **Essential Service** means a service that is essential for the maintenance of vital functions of a state including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.

	To the extent of any inconsistency between this Exclusion and any Exclusion set out in Section 7, this Exclusion will apply to claims under this Optional Extension. g) Financial markets based upon, directly or indirectly arising from or attributable to the failure, interruption, degradation, or outage of securities exchanges, central counterparty clearing houses, and central securities depositories which are not under the control and management of the **Policyholder** or of a **Service Provider**.
f) Cyber Extortion Costs i. any monies paid by the **Policyholder** not in contravention of any applicable legal requirements and with **Our** prior written consent (which shall not be unreasonably delayed or withheld); ii. reasonable and necessary fees, costs and expenses that **We** incur or the **Policyholder** incurs with **Our** prior written consent (which shall not be unreasonably delayed or withheld): 1) in negotiating, mediating and crisis managing to terminate or end a **Security Threat** that might otherwise result in harm to the **Insured**; or 2) the cost to conduct an investigation to determine the cause of a **Security Threat**.	**f) Cyber Extortion Costs** i. any monies ~~paid by~~(including cryptocurrency or virtual currencies) paid by or on behalf of the **Policyholder** ~~not in contravention of any~~in accordance with applicable ~~legal requirements~~laws and with **Our** prior written consent (which shall not be unreasonably delayed or withheld); ii. reasonable and necessary fees, costs and expenses that **We** incur or ~~the~~ ~~**Policyholder**~~an **Insured** incurs with **Our** prior written consent (which shall not be unreasonably delayed or withheld): ~~1)~~ in negotiating, mediating and crisis managing to terminate or end a **Security Threat** that might otherwise result in harm to ~~the~~an **Insured**; ~~or~~ ~~2~~1) ~~the cost~~ to conduct an investigation to determine the cause of a **Security Threat**~~.~~; or 2) the conduct any due diligence in relation to any payment (including jointly with **Us**).
m) Portable Media Device disks, tapes, USB or flash memory data storage devices, laptops, blackberrys or any type of smart phone, tablet or removable device capable of storing data.	**m) Portable Media Device** disks, tapes, USB or flash memory data storage devices, laptops, ~~blackberrys or any type of~~ smart phones, tablet or removable device capable of storing data.

5.3 Fidelity cover optional extension **5.3.1 The cover we provide** a) **We Cover** the **Policyholder** for any **Fidelity Loss** where such **Fidelity Loss**: i. is caused by reason of any dishonest or fraudulent conduct of an **Employee**; ii. is first discovered by the **Policyholder** during the **Period of Insurance**~~;~~ iii. **We** are told about in writing as soon as reasonably practicable during the **Period of Insurance**; and. iv. is caused by dishonest or fraudulent	**5.3 Fidelity cover optional extension** **5.3.1 The cover we provide** a) **We Cover** the **Policyholder** for any **Fidelity Loss** ~~where such~~ ~~**Fidelity Loss**~~that: i. is caused by ~~reason of any~~ dishonest or fraudulent conduct of an **Employee**; ii. is first discovered by the **Policyholder** during the **Period of Insurance**~~;~~ and within 36 months of the dishonest or fraudulent conduct occurring; and iii. **We** are told about in writing as soon as reasonably practicable during the **Period of Insurance**~~; and~~. iv. ~~is caused by dishonest or fraudulent~~

conduct committed by an **Employee** within a period of 36 months before being first discovered by the **Policyholder**;

b) The **Specific Cover Limit** for the **Cover** provided under this Extension is shown on the **Schedule**. The **Specific Cover Limit** is inclusive of **Claims Investigation Costs**.

c) The **Excess** applies to each and every **Fidelity Loss** resulting from each separate dishonest, fraudulent, malicious or illegal act or omission committed by an **Employee**~~;~~.

d) The **Excess** applicable for a **Fidelity Loss** which **We Cover** under this Extension is shown on the **Schedule**. The **Policyholder** will also be required to pay this **Excess** in respect of **Claim Investigation Costs** for **Fidelity Losses** under this Extension.

5.3.2 Special conditions

a) The **Policyholder** shall give written notice, including affirmative proof and full particulars of any **Fidelity Loss**, during the **Period of Insurance**. The **Policyholder** shall bear the costs and expenses of establishing the fact, nature and extent of the **Fidelity Loss**. There is no **Cover** until **We** are satisfied that such **Fidelity Loss** has in fact been sustained.

b) The **Policyholder** must take all reasonable precautions to prevent any loss and continue to perform all the supervision, controls, checks and audits reasonably practicable to avoid or lessen the likelihood of a **Fidelity Loss Covered** under this Extension arising.

c) **We** deduct from any money **We** pay for a **Fidelity Loss Covered** by this Extension, the amount of any money:

   i. which the **Policyholder** would have paid to the fraudulent, dishonest, criminal or malicious **Employee** who is an **Insured**, if the **Employee** had not been fraudulent, dishonest, criminal or malicious; and

   ii. of, or to which the **Employee** is entitled, which the **Policyholder** holds (if **We** can do so by law).

5.3.3 Exclusions

We do not provide **Cover** for any **Fidelity Losses**, liabilities, losses, costs, and other matters **Covered** by this Extension:

a) directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions of which the **Policyholder** knew, or ought reasonably

~~conduct committed by an **Employee** within a period of 36 months before being first discovered by the **Policyholder**;~~

b) The **Specific Cover Limit** for the **Cover** provided under this Extension is shown on the **Schedule**. The **Specific Cover Limit** is inclusive of **Claims Investigation Costs**.

c) The **Excess** applies to each and every **Fidelity Loss** resulting from each separate dishonest, fraudulent, malicious or illegal act or omission committed by an **Employee**~~;~~.

d) The **Excess** applicable for a **Fidelity Loss** which **We Cover** under this Extension is shown on the **Schedule**. The **Policyholder** will also be required to pay this **Excess** in respect of **Claim Investigation Costs** for **Fidelity Losses** under this Extension.

5.3.2 Special conditions

a) The **Policyholder** shall give written notice, including affirmative proof and full particulars of any **Fidelity Loss**, during the **Period of Insurance**. The **Policyholder** ~~shall bear~~is responsible for the costs and expenses of establishing the fact, nature and extent of the **Fidelity Loss**. There is no **Cover** until **We** are satisfied that such **Fidelity Loss** has in fact been sustained.

b) The **Policyholder** must take all reasonable precautions to prevent any loss and continue to perform all the supervision, controls, checks and audits reasonably practicable to avoid or lessen the likelihood of a **Fidelity Loss Covered** under this Extension arising.

c) **We** deduct from any ~~money~~payment **We** ~~pay~~make for a **Covered Fidelity Loss** ~~**Covered** by this Extension, the amount of~~ any money:

   i. which the **Policyholder** would have paid to the fraudulent, dishonest, criminal or malicious **Employee** ~~who is an **Insured**~~, if the **Employee** had not been fraudulent, dishonest, criminal or malicious; and

   ii. ~~of, or to which~~ the **Employee** is entitled to, which the **Policyholder** holds (if **We** can do so by law).

5.3.3 Exclusions

We do not provide **Cover** for any **Fidelity Losses**, liabilities, losses, costs, and other matters **Covered** by this Extension:

a) directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions of which the **Policyholder** knew, or ought reasonably

to have known of, or suspected or ought reasonably to have suspected, at or prior to the time of such acts or omissions and failed to take any reasonable action to prevent. b) sustained outside of Australia or New Zealand	to have known of, or suspected or ought reasonably to have suspected, at or prior to the time of such acts or omissions and failed to take any reasonable action to prevent. b) sustained outside of Australia or New Zealand

or any loss arising directly or indirectly from any loss sustained outside of Australia or New Zealand.

c) the existence of which has only been established by profit and loss figures or by inventory calculations (including stock takes).

d) incurred by the **Policyholder** in re-writing, amending or re-installing the **Policyholder's** computer programs or systems.

e) consequential loss, meaning **We** will not pay for any direct or indirect financial or economic loss arising from any dishonest or fraudulent acts or omissions of any **Employee** except if specifically **Covered** by this **Policy**. Examples of consequential loss include loss of reputation, loss of use or enjoyment, loss of profits or depreciation.

f) caused by or contributed to by an **Employee** who was not employed by the **Policyholder** when the act or omission which caused or contributed to the **Fidelity Loss**.

g) directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions of any **Principals** or **Former Principals**.

h) directly or indirectly based upon, or attributable to, or in consequence of default under a loan or any type of credit offered to or by the **Policyholder**.

i) directly or indirectly based upon, or attributable to, or in consequence of the **Policyholder** committed or condoned any such dishonest, fraudulent, criminal or malicious acts or omissions.

j) first discovered prior to the commencement of the **Period of Insurance** or first discovered after the expiration of the **Period of Insurance**.

k) directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious act or omission of any shareholder who, at the time of committing such acts had direct or indirect ownership of or control over 10% or more of the voting share capital of the **Policyholder**.

l) directly or indirectly based upon, or attributable to, or in consequence of the voluntary giving or surrendering of money, negotiable instruments, bearer bonds or coupons, stamps bank or currency notes unless such loss is sustained by reason of any dishonest or fraudulent act or omission of any **Employee**.

or any loss arising directly or indirectly from any loss sustained outside of Australia or New Zealand.

c) the existence of which has only been established by profit and loss figures or by inventory calculations (including stock takes).

d) incurred by the **Policyholder** in re-writing, amending or re-installing the **Policyholder's** computer programs or systems.

e) consequential loss, meaning **We** will not pay for any direct or indirect financial or economic loss arising from any dishonest or fraudulent acts or omissions of any **Employee** except if specifically **Covered** by this **Policy**. Examples of consequential loss include loss of reputation, loss of use or enjoyment, loss of profits or depreciation.

f) caused by or contributed to by an **Employee** who was not employed by the **Policyholder** when the act or omission which caused or contributed to the **Fidelity Loss**.

g) directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions of any **Principals** or **Former Principals**.

h) directly or indirectly based upon, or attributable to, or in consequence of default under a loan or any type of credit offered to or by the **Policyholder**.

i) directly or indirectly based upon, or attributable to, or in consequence of the **Policyholder** committ~~ed~~ing or condon~~ed~~ing any such dishonest, fraudulent, criminal or malicious acts or omissions.

j) first discovered prior to the commencement of the **Period of Insurance** or first discovered after the expiration of the **Period of Insurance**.

k) directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious act or omission of any shareholder who, at the time of committing such acts had direct or indirect ownership of or control over 10% or more of the voting share capital of the **Policyholder**.

l) directly or indirectly based upon, or ~~attributable to, or in consequence of the voluntary giving or surrendering of money, negotiable instruments, bearer bonds or coupons, stamps bank or currency notes unless such loss is sustained by reason of any dishonest or fraudulent act or omission of any **Employee**.~~

m) directly or indirectly based upon, or attributable to, or in consequence of the dissemination or accessing of any confidential information, including, but not limited to, patents,	m) ~~directly or indirectly based upon, or~~ attributable to, or in consequence of the dissemination or accessing of any confidential information, including, but not limited to, patents,

trademarks, copyrights, trade secrets, computer programs, or customer information. n) directly or indirectly based upon, or attributable to, or in consequence of any kidnap, ransom or extortion. **5.3.4 Words with special meanings** Whenever the following words are used in the Fidelity Cover optional extension in bold type and with a capital letter, they have the special meanings set out below. These words may appear without bold type in endorsements in the **Schedule**. *a) Fidelity Loss* i. means the direct financial loss suffered by the **Policyholder** caused by and comprising the loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes owned by the **Policyholder**; ii. does not include wages, salaries, or other remuneration benefits or entitlements of an **Insured**, or any consequential loss (meaning **We** will not pay for any direct or indirect financial or economic loss for example loss of reputation, loss of use or enjoyment, loss of profits or depreciation), except if specifically **Covered** by this **Policy**.	trademarks, copyrights, trade secrets, computer programs, or customer information. ~~n~~m) directly or indirectly based upon, or attributable to, or in consequence of any kidnap, ransom or extortion. **5.3.4 Words with special meanings** Whenever the following words are used in the Fidelity Cover ~~o~~Optional ~~e~~Extension in bold type and with a capital letter, they have the special meanings set out below. These words may appear without bold type in endorsements in the **Schedule**. *a) Fidelity Loss* i. means the direct financial loss suffered by the **Policyholder** caused by and comprising the loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes owned by the **Policyholder**; and ii. does not include wages, salaries, or other remuneration benefits or entitlements of an **Insured**~~, or any consequential loss (meaning **We** will not pay for any direct or indirect financial or economic loss for example loss of reputation, loss of use or enjoyment, loss of profits or depreciation), except if specifically **Covered** by this **Policy**~~.
7.10 Punitive and exemplary damages, fines and penalties based upon, directly or indirectly arising from or attributable to any: a) punitive, aggravated or exemplary damages; or b) fines or penalties; or c) criminal liabilities.	**7.10 Punitive and exemplary damages, fines and penalties** ~~based upon, directly or indirectly arising from or attributable to any~~or any liability for: a) punitive, aggravated or exemplary damages; or b) fines or penalties; or c) criminal liabilities.

7.11 Intentional damage arising from: a) acts, errors, omissions by an **Insured** , with the intention of causing a third party loss, damage or injury, or with reckless disregard for the potential consequences of any acts, errors or omissions; or b) any wilful breach of any statute, contract or duty by an **Insured**.	**7.11 Intentional damage** arising from: a) acts, errors, omissions by an **Insured** or any person entitled to **Cover** under this **Policy**, with the intention of or with reckless disregard for causing a third party loss, damage or injury~~, or with reckless disregard for the potential consequences of~~ ~~any acts, errors or omissions~~; or b) any wilful breach of ~~any~~ statute, contract or duty by an **Insured** or any person entitled to **Cover** under this **Policy**.

7.16 Terrorism based upon, directly or indirectly arising from or attributable to any: a) act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or b) action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.	**7.16 Terrorism** ~~based upon,~~ directly or indirectly ~~arising from or attributable to~~caused by, contributed to by, resulting from or arising out of or in connection with any: a) act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or b) action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.
	7.18 Laws Impacting Cover **Claims** or **Covered Claims** to the extent that it would be unlawful for **Us** to provide cover, pay any claim or provide any benefit under this **Policy.**
8.7 Policyholder's right to contest If the **Policyholder** does not consent to a settlement that **We** recommend and wants to contest or continue the dispute or legal proceedings, then **We** only provide **Cover** (subject to the **Policy Limit** or **Specific Cover Limit** as applicable) for: a) the amount **We** could have settled the matter for; less b) the applicable **Excess**; plus c) the **Claim Investigation Costs** incurred up to the date the **Policyholder** elected not to consent to the settlement.	**8.7 Policyholder's right to contest** If the **Policyholder** does not consent to a settlement that **We** recommend and wants to contest or continue the dispute or legal proceedings, then **We** only provide **Cover** (subject to the **Policy Limit** or **Specific Cover Limit** as applicable) for: a) the amount **We** could have settled the matter for; and~~less~~ ~~b) the applicable **Excess**; plus~~ b~~c~~) the **Claim Investigation Costs** incurred up to the date the **Policyholder** elected not to consent to the settlement.

8.8 Senior counsel a) Unless a Senior Counsel, that **We** instruct, advises that the **Claim** or **Covered Claim** (which **We** have agreed to **Cover**) should be contested, neither **We** nor the **Policyholder** can require the other to contest any legal proceedings about a **Claim** if the other does not agree to do so. b) In formulating his or her advice, Senior Counsel must be instructed to consider the: i. economics of the matter, having regard to but not limited to, the: 1. damages and costs likely to be recovered; and 2. likely costs of defence. ii. **Insured's** prospects of successfully defending the **Claim** or **Covered Claim**. c) The cost of Senior Counsel's opinion will form part of the **Claim Investigation Costs.** d) If Senior Counsel advises that the matter should be or is appropriate to be settled and if the terms of settlement which **We** recommend are within limits which are reasonable (in Senior Counsel's opinion and in the light of the matters he/she is required to consider), then the **Insured**: i. cannot (subject to Section 8.7) object to the settlement; and ii. will be required to pay any applicable **Excess** as soon as reasonably possible.	**8.8 Senior counsel** a) Unless a Senior Counsel, that **We** instruct, advises that the **Claim** or **Covered Claim** (which **We** have agreed to **Cover**) should be contested, neither **We** nor the **Policyholder** can require the other to contest any legal proceedings about a **Claim** or **Covered Claim** if the other does not agree to do so. b) In formulating ~~his or her~~their advice, Senior Counsel must be instructed to consider the: i. economics of the matter, having regard to but not limited to, the: 1. damages and costs likely to be recovered; and 2. likely costs of defence. ii. **Insured's** prospects of successfully defending the **Claim** or **Covered Claim**. c) The cost of Senior Counsel's opinion will form part of the **Claim Investigation Costs.** d) If Senior Counsel advises that the matter should be or is appropriate to be settled and if the terms of settlement which **We** recommend are within limits which are reasonable (in Senior Counsel's opinion and in the light of the matters ~~he/she~~that Senior Counsel is required to consider), then the **Insured**: i. cannot (subject to Section 8.7) object to the settlement; and

	ii. will be required to pay any applicable **Excess** as soon as reasonably possible.
8.15 Allocation a) To the extent that a **Claim** comprises **Covered Matters** and **Uncovered Matters**, **We** will use best endeavours to agree a fair allocation between **Covered Matters** and **Uncovered Matters** having regard to the relative legal and financial exposure attributable to the **Covered Matters** and **Uncovered Matters**. b) This allocation will apply to **Claim Investigation Costs**. c) Any dispute between **Us** and the **Policyholder** on the allocation will be resolved by a Senior Counsel that **We** and the **Policyholder** both agree to instruct or in the absence of agreement, as appointed by the President of the Bar Association in the state or territory of the first address of the **Policyholder** shown on the **Policy Schedule** or if no address is shown there, as shown on the **Proposal**. d) Any allocation between **Covered Matters** and **Uncovered Matters** as determined by Senior Counsel will apply retrospectively to the **Claim Investigation Costs** paid by **Us** or the **Policyholder** notwithstanding any prior payment on a different basis, unless otherwise agreed. e) The cost of Senior Counsel's opinion will form part of the **Claim Investigation Costs**.	**8.15 Allocation** a) To the extent that a **Claim** comprises **Covered Matters** and **Uncovered Matters**, **We** will use best endeavours to agree a fair allocation between **Covered Matters** and **Uncovered Matters** having regard to the relative legal and financial exposure attributable to the **Covered Matters** and **Uncovered Matters**. b) This allocation will apply to **Claim Investigation Costs**. c) Any dispute between **Us** and the **Policyholder** on the allocation will be resolved by a Senior Counsel that **We** and the **Policyholder** both agree to instruct or in the absence of agreement, as appointed by the President of the Bar Association~~ in the state or territory of the first address of the **Policyholder** shown on the **Policy Schedule** or if no address is shown there, as shown on the **Proposal**~~, or equivalent organisation, in the jurisdiction in which the **Claim** is made. d) Any allocation between **Covered Matters** and **Uncovered Matters** as determined by Senior Counsel will apply retrospectively to the **Claim Investigation Costs** paid by **Us** or the **Policyholder** notwithstanding any prior payment on a different basis, unless otherwise agreed. e) The cost of Senior Counsel's opinion will form part of the **Claim Investigation Costs**.
8.20 Territory covered by this policy **Cover** under this **Policy** is not restricted by where anything giving rise to the **Claim** occurred.	**8.20 Territory covered by this policy** Subject to Section 7.2, **Cover** under this **Policy** is not restricted by where ~~anything~~the act, error or omission giving rise to the **Claim** occurred.
8.23 We can cancel the policy a) **We** may cancel this **Policy** at any time in accordance with the relevant provisions of Section 60 of the Insurance Contracts Act 1984 (Cth), by giving notice in writing to the **Policyholder** of the date from which cancellation is to take effect. b) **We** may deliver this notice to the **Policyholder** personally, or post it by certified mail (to the **Policyholder's** broker or to the address the **Policyholder** last gave **Us**). Proof that **We** mailed the notice is sufficient proof that the **Policyholder** received the notice	**8.23 We can cancel the policy** a) **We** may cancel this **Policy** ~~at any time~~ in accordance with the relevant provisions of ~~Section 60 of~~ the Insurance Contracts Act 1984 (Cth), by giving notice in writing to the **Policyholder** of the date from which cancellation is to take effect. b) **We** may deliver this notice to the **Policyholder** personally, ~~or~~ post it ~~by certified~~or email ~~(~~it to the **Policyholder's** broker or to the address the **Policyholder** last gave **Us**~~)~~. Proof that **We** ~~mailed~~sent the notice is sufficient proof that the **Policyholder** received the notice

9.4 Cover Indemnity provided under this **Policy**, which does not include any component of profit.	**9.4 Cover** Indemnity provided under this **Policy**~~, which does not include any component of profit~~.

***The following is only applicable to CGU Professional Indemnity and Broadform Liability**

Policy 2 Broadform (Public and Products) Liability Insurance	
Previous	**Update**
3.1 The cover we provide **We** will pay to or on behalf of the **Insured** all sums provided by the **Policy** which the **Insured** becomes legally liable to pay as compensation for **Personal Injury**, **Property Damage** or **Advertising Liability** occurring during the **Period of Insurance** within the Geographical Limits as stated within Section 5.1 of the **Policy** caused by an **Occurrence** happening in connection with the **Policyholder's Business**.	**3.1 The cover we provide** ~~**We** will pay to or on behalf of~~Subject to the terms, exclusions, definitions, endorsements and limitations of this **Policy**, **We** will indemnify the **Insured** for all ~~sums provided by the **Policy**~~amounts which the **Insured** ~~becomes~~is legally liable to pay as compensation ~~for~~in respect of: a) **Personal Injury**~~,~~; b) **Property Damage**; and/or~~or~~ c) **Advertising Liability** ~~occurring~~; happening during the **Period of Insurance**, within the Geographical Limits as stated within Section 5.1 of the **Policy**, ~~caused by~~as a result of an **Occurrence** ~~happening in connection with~~and caused by the **Policyholder's Business** or the **Policyholder's Products**.

Supplementary payments	**4.1 Supplementary payments**
4.1 In respect of the indemnity provided by this **Policy**, **We** will pay in addition to the applicable **Policy Limit** (but only up to an amount equal to the **Policy Limit**): a) all charges, expenses and legal costs recoverable from or awarded against the **Insured** in any such claim or suit and all interest accruing on **Our** portion of any judgment until **We** have paid, tendered or deposited in court that part of such judgment that does not exceed the **Policy Limit**; b) reasonable expenses, other than loss of earnings, incurred by the **Insured**, at **Our** request in assisting **Us** in the investigation or defence of any claim or legal action; c) expenses (other than any medical expenses, which **We** are prevented from paying by law) incurred by the **Insured** for the first aid to others at the time of an **Occurrence** for **Personal Injury** covered by this **Policy**; d) the legal costs incurred by the **Insured** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) for representing the **Insured** at any coronial inquest or inquiry or any court of summary jurisdiction.	a) With respect to the indemnity provided by this **Policy**, **We** will pay in addition to the **Policy Limit**, Supplementary Payments. b) **We** will defend any claim or suit against the **Insured** seeking compensation for **Personal Injury**, **Property Damage** and/or **Advertising Liability** to which indemnity under this **Policy** applies, even if the allegations of the claim or suit are groundless, false or fraudulent. c) **We** are not obliged to pay Supplementary Payments or defend any claim or suit (or part of any such claim or suit) that is not indemnified under this **Policy**. d) **We** are not obliged to pay Supplementary Payments or defend any claim or suit after **Our** liability under this **Policy** to indemnify the **Insured** has been exhausted by either payment of judgment, settlement or payment to the **Insured**. e) If a payment exceeding **Our** liability under this **Policy** to indemnify the **Insured** is made to dispose of a claim, **Our** liability for Supplementary Payments is limited to the proportion of **Our** liability to indemnify the **Insured** under this **Policy** bears to that payment. f) Supplementary Payments means the reasonable legal costs and expenses:
e) reasonable expenses incurred by the **Insured** for temporary repairs, shoring up or protection of property of others which has been damaged as a result of an **Occurrence** which may be the subject of indemnity under this **Policy**.	i. solely and exclusively incurred by the **Insured** with **Our** prior written agreement, to defend a claim under Section 3.1 of this **Policy** for which the **Insured** is entitled to indemnity under this **Policy**; ii. solely and exclusively incurred by **Us** to investigate and defend a claim under clause 3.1 of this **Policy** for which the **Insured** is entitled to indemnity under this **Policy**; and iii. of any claimant who has made a claim against the **Insured** which is a claim under clause 3.1 of this **Policy** for which the **Insured** is entitled to indemnity under this **Policy** and the **Insured** is liable to pay those legal costs and expenses. g) Supplementary Payments do not include the **Insured's** own internal costs including wages, salaries or costs of any **Insured**.

<table>
<tr>
<td>Section 5
Geographical Limits
5.1 This Policy applies in respect of Occurrences anywhere in the world but does not apply to or insure any liability or claims arising from or in respect of:

a) the Business carried on by the Insured at or from any premises situated in the United States of America or Canada, or their territories or protectorates; or

b) any contract entered into by the Insured under the terms of which work is to be performed in the United States of America or Canada, or their territories or protectorates; or

c) any exports by the Insured, it’s agents or servants to the United States of America or Canada, or their territories or protectorates.</td>
<td>Section 5
Geographical Limits

<u>5.1 Geographical Limits means:</u>

<u>a) anywhere in the world, except North America; and</u>

<u>b) North America if the Personal Injury, Property Damage or Advertising Liability arises from:</u>

<u>i. the Policyholder’s Products that are exported into those countries; or ii. Work performed by travelling employees and/ or directors whose normal place of residence</u>
<u>is outside North America.</u></td>
</tr>
<tr>
<td>6.1 Employer’s Liability
a) for Personal Injury to any person arising out of, or sustained in the course of, the employment of such person in the Insured’s service, or through the breach of any duty owed to that person, where the Insured:
i. is indemnified or entitled to be indemnified (either in whole or in part) in respect for claims for damages under a policy of insurance (which expression includes arrangements made by the Insured to provide accident insurance for the Insured’s workers under a licence to self- insure) arranged (whether required by law or not) in accordance with any workers’ compensation legislation or accident compensation legislation; or
ii. would have been indemnified or entitled to be indemnified had the Insured arranged a policy of insurance as required by such legislation.</td>
<td>6.1 Employer’s Liability
<u>a) in respect of which the Insured is or should be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to workers compensation, whether or not such fund, scheme or insurance has been effected. However, this Policy will respond to the extent that the Insured’s liability would not be covered under any such policy, fund, scheme or self insurance arrangement had it complied with its obligations pursuant to such law.</u>

<u>For the purpose of Exclusion 6.1 a) the term ‘worker’ means any person deemed to be employed by the Insured pursuant to any workers compensation</u></td>
</tr>
</table>

b) for **Personal Injury** to any person arising out of, or sustained in the course of, the employment of such person in the **Insured's** service in Western Australia, other than a person of whom the **Insured** is deemed to be an employer by reason only of Section 175 of the Workers' Compensation and Rehabilitation Act 1981 (WA); c) or mental anguish suffered by any person arising out of, or in the course of, that persons employment by or service to the **Insured**; d) for **Personal Injury** arising out of the harassment, libel, slander, defamation or humiliation of, or discrimination against, any person while in the **Insured's** service or while employed by the **Insured**; e) of a type in respect of which indemnity previously would have been provided under a policy of insurance arranged in accordance with any workers' compensation legislation or accident compensation legislation, but in respect of which indemnity has been withdrawn or reduced as a consequence of a change to the scope, terms, provisions, or requirements of such legislation made after the commencement of the current **Period of Insurance**; and f) imposed by the provisions of any workers compensation legislation or accident compensation legislation or industrial award, agreement or determination. Notwithstanding a) to f) above, this exclusion does not apply to the liability of others assumed by the **Insured** under a written contract where the contractual liability has been notified and specifically accepted by **Us**.	<u>law or legislation. Voluntary workers and unpaid work experience students are not deemed to be the **Insured's** workers.</u> b) <u>imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.</u> c) <u>relating to 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 the **Insured**.</u>

6.2 Motor Vehicles to pay compensation for **Personal Injury** or **Property Damage** arising out of or anyway connected with the ownership, possession, operation or use by the **Insured** of any **Vehicle**: a) which is registered or which is required under any legislation to be registered; or b) in respect of which compulsory liability or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected); and c) provided that Sections 6.2 a) and b) above do not apply to **Personal Injury** where: i. that compulsory liability insurance or statutory indemnity does not provide indemnity; ii. the reason(s) why that compulsory liability or statutory indemnity does not provide indemnity does not involve a breach by the **Insured** of legislation relating to vehicles; and	**6.2 Motor Vehicles** a) for **Personal Injury** or **Property Damage** caused by or arising out of the ownership, operation, use or possession of any **Vehicle**: i. which is registered for use on a public road or which is legally required to be registered; and ii. in respect of which compulsory liability insurance or statutory indemnity is required by any legislation, whether or not such insurance has been effected. b) This Exclusion does not apply to: i. claims in respect of **Personal Injury** where compulsory liability insurance or statutory indemnity does not provide indemnity and where the reason or reasons why compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach of any legislation by the **Insured**;

iii. **Vehicles** whilst being operated or used by the **Insured** as a **Tool of Trade**.	ii. **Personal Injury** or **Property Damage** arising out of or in connection with the loading and unloading of goods to or from any **Vehicle** or the delivery or collection of goods to or from any **Vehicle**; iii. **Personal Injury** or **Property Damage** arising out of the use of any **Vehicle** (including any tool or plant forming part of or attached to or used in connection with such **Vehicle**) while being operated or used as a **Tool of Trade**; or iv. **Property Damage** in relation to the circumstances described in clause 6.4 d) and e).

6.3 Aircraft and Watercraft to pay compensation for **Personal Injury** or **Property Damage** arising out of or anyway connected with the ownership, possession, operation, use or legal control by the **Insured** of any: a) **Aircraft**; or b) **Watercraft** or vessel exceeding 8 metres in length. **6.8 Aircraft Products** arising out of or anyway connected with the selling, leasing, hiring or manufacture and/or supply of parts and/or products that are used with the **Insured's** knowledge in **Aircraft** or any aerial device.	**6.3 Aircraft** arising out of or in any way connected with: a) the ownership, use, maintenance, operation of any **Aircraft** by the **Insured**; b) repair or servicing of critical components of **Aircraft**; c) any of the **Policyholder's Products** that are incorporated into the hull or critical components of any **Aircraft**; or d) any of the **Policyholder's Products** which the **Insured** knew, or reasonably should have known, would be incorporated into the structure, machinery, controls or construction of any **Aircraft**. **6.8 Watercraft and Hovercraft** a) arising out of or in any way connected with the ownership, maintenance, operation or use by an **Insured** of any **Watercraft** exceeding 23 metres in length or any Hovercraft. b) This Exclusion does not apply to liability arising out of: i. the use of **Watercraft** by an independent contractor carrying out works and/or operations on behalf of the **Insured** in the course of the **Policyholder's Business**; ii. **Watercraft** or Hovercraft owned and operated by others and used by an **Insured** for the purpose of business entertainment; or iii. floating jetties, floating pontoons or buoys.

	c) For the purpose of this Exclusion, Hovercraft means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.
6.4 Property in Physical or Legal Control a) to pay compensation for **Property Damage** arising out of or anyway connected with property: i. owned by or leased or rented to the **Insured**; or ii. in the physical or legal control of the **Insured**. b) Notwithstanding a) above, this exclusion does not apply to liability for **Property Damage** to: i. personal property of any director, executive officer, employee, partner or visitor of the **Insured**; ii. premises (including landlord's fixtures, fittings and contents) which are leased or rented by the Insured for the purpose of the **Insured's Business**; iii. premises (including landlord's fixtures, fittings and contents) temporarily occupied by the **Insured** for the purposes of carrying out work in connection with the **Business**; iv. vehicles (not belonging to or used by or on behalf of the **Insured**) in the physical or legal control of the **Insured** where such property damage occurs whilst any such vehicle is in a car park owned or operated by the **Insured** provided that the **Insured** does not operate the car park for reward; v. any property temporarily in the **Insured's** physical or legal control provided no indemnity is granted for damage to that part of any property upon which the **Insured** is or has been working on and **Our** liability under this clause does not exceed the amount specified in the **Schedule**) for any one **Occurrence**. c) Notwithstanding b) above, no cover is provided under this **Policy** in respect to liability assumed by the **Insured** under any contract or agreement which requires the **Insured** to effect material damage insurance on premises, property or goods which the **Insured** does not own.	**6.4 Property in Physical or Legal Control** arising out of or in any way connected with **Property Damage** to property owned by, leased, hired, on loan or rented to, or otherwise in the physical or legal control of the **Insured** other than: a) premises or part of any premises (including the contents of such premises) leased or rented to the **Insured**, or temporarily occupied by the **Insured** for the purpose of the **Business**. This does not extend to any liability where the **Insured** has assumed the responsibility to effect or maintain insurance with respect to any premises referred to in this clause; b) premises temporarily occupied by the **Insured** (including the contents of such premises) for the purpose of carrying out work in connection with the **Business**. This does not extend to liability for physical damage to or destruction of any premises or contents on which the **Insured** was or is working on if such physical damage or destruction arises from such work; c) any other property temporarily in the **Insured's** possession for the purpose of being worked upon. This does not extend to liability for physical damage to or destruction of that part of any property on which the **Insured** was or is working on if such physical damage or destruction arises from such work; d) any **Vehicle** (including its contents, spare parts and accessories while they are in or on a **Vehicle**) not belonging to or used by the **Insured** while such **Vehicle** is in a car park owned or operated by the **Insured** provided the **Insured** does not operate the car park for reward as a principal part of the **Business**; e) **Property Damage** to any **Vehicle** temporarily in the **Insured's** possession for the purpose of parking and unpacking such **Vehicle**; or f) any other property (except property owned by the **Insured**) temporarily in the **Insured's** physical or legal care, custody or control subject to a maximum of $500,000 or other amount stated in the **Schedule**, for any one **Occurrence** and in the aggregate during any one **Period of Insurance**.

6.5 Faulty Workmanship arising out of or anyway connected with the cost of performing, completing, correcting or improving any work done or undertaken by the **Insured**.	**6.4 Faulty Workmanship** arising out of or in any way connected with the cost of reinstating, repairing, replacing, performing, completing, correcting or improving any work done or undertaken by ~~the~~or on behalf of an **Insured**.

6.6 Damage to Policyholder's Products to pay compensation for: a) physical injury to or destruction or loss of the **Policyholder's Products** or any part of those **Products** arising out of them or any part of them; b) loss of use of any tangible property caused by physical injury to or destruction or loss of the **Policyholder's Products** or any part of those **Products** arising out of them or any part of them. This exclusion does not apply to those **Products** repaired, serviced or treated by the **Insured** after such Products were originally sold, supplied or distributed by the **Insured**.	**6.6 Products defect** arising out of or in any way connected with **Property Damage** to any of the **Policyholder's Products** if the damage is attributed to any defect in them or to their harmful nature or unsuitability. This Exclusion is restricted to the defective or harmful or unsuitable part of any of the **Policyholder's Products** and does not apply to any resultant damage caused to the remainder of the **Policyholder's Products.**
6.7 Product Recall and Repair to pay compensation for damages claimed for the withdrawal, recall, inspection, repair, replacement or loss of use of the **Policyholder's Products**.	**6.7 Product Recall and Repair** arising out of or in any way connected with the withdrawal, recall, inspection, repair, adjustment, replacement, removal, cost of investigation, disposal or loss of use of any of the **Policyholder's Products** or any property of which the **Policyholder's Products** form a part where the **Policyholder's Products** or property are withdrawn from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in the **Policyholder's Products.**

6.9 Contractual Liability where the liability has been assumed solely under an agreement unless such liability: a) would have attached in the absence of such agreement; or b) is specifically allowed by **Our** written endorsement; or c) is assumed by the **Insured** under a warranty of fitness or quality, or is implied by law, in respect of the **Policyholder's Products**.	**6.9 Contractual Liability** a) arising out of or in any way connected with any liability or obligation: i. assumed under the terms of a contract, agreement or warranty; or ii. which requires the **Insured** effect or maintain insurance with respect to premises, property or goods not owned by the **Insured**. b) Exclusion 6.9 a) does not apply to: i. the extent that such liability or obligation would have been implied by law in the absence of such contract, agreement or warranty; ii. any contract specifically excepted by **Our** written agreement; or iii. liability assumed under the following incidental contracts: 1. any written contract with any public authority for the supply of water, gas, electricity or telephone services in connection with the **Business** but does not include those contracts in connection with work done for such authorities; 2. any written rental agreement for the lease of real or personal property provided such rental, lease or hiring agreement does not require the

	Insured to effect or maintain any insurance with respect to such property; or 3. where the **Insured** is required by contract to release any government, public authority, statutory authority or landlord but only to the extent required by such contract.
6.10 Professional Liability arising out of or anyway connected with the rendering of or failure to render professional advice or service by the **Insured** or error or omission connected therewith. Notwithstanding the above, this exclusion does not apply to the rendering or failure to render professional medical advice by **Medical Persons** employed by the **Insured** to provide first aid and other medical services on the **Insured's** premises.	**6.10 Professional Liability** a) arising out of any breach of duty owed in a professional capacity or any error or omission connected to the **Insured** or any person for whose breach of duty the **Insured** may be legally liable. b) This Exclusion does not apply to claims arising out of: i. advice or service where no fee was charged; ii. the rendering of or failure to render professional medical advice by any person employed by the Insured (not being qualified medical practitioner) to provide first aid on the **Insured's** premises; or iii. advice given in respect of the use or storage of the **Policyholder's Products**.
6.11 Libel and Slander to pay compensation arising out of the publication or utterance of a libel or slander: a) made prior to the **Period of Insurance**; or b) made at the direction of the **Insured** with the knowledge of the falsity thereof; or c) related to advertising, publishing or printing, broadcasting or telecasting activities conducted by or on behalf of the **Insured**.	**6.11 Defamation** for defamation: a) resulting from any statement made prior to the **Period of Insurance**; or b) resulting from any statement made by the **Insured**, or at the direction of an **Insured**, with knowledge of its falsity; or c) incurred by any **Insured** whose business is advertising, broadcasting, publishing or telecasting.

6.12 Fines and Punitive Damages arising out of or anyway connected with any: a) punitive, aggravated or exemplary damages; or b) fines or penalties; or c) criminal liabilities.	**6.12 Fines and Punitive Damages** ~~arising out of or anyway connected with any~~for: a) punitive, aggravated or exemplary damages; or b) fines or penalties; or c) criminal liabilities.

6.13 Pollution a) arising out of or anyway connected with the **Insured** or anyone on behalf of or at the direction of the **Insured** discharging, dispersing, releasing or permitting **Pollutants** to escape into or upon land, the atmosphere, or any water course or body of water (**Pollution**); b) for any costs or expenses incurred in the preventing, removing, nullifying, or cleaning up any **Pollution**; c) notwithstanding a) and b) above, this exclusion does not apply if the **Pollution**: i. is neither reasonably expected nor intended by the **Insured**; and ii. is the consequence of a sudden and instantaneous cause which takes place at a clearly identifiable point in time during the **Period of Insurance**; and iii. results in **Personal Injury**, **Property Damage** or **Advertising Liability** and is not otherwise excluded by this **Policy**. d) subject to c) i. to iii. above, **Our** total aggregate liability during any one **Period of Insurance** in respect of all claims arising out of such Personal Injury, **Property Damage** or **Advertising Liability** or such costs or expenses shall not exceed the **Policy Limit** stated in the **Schedule**. e) notwithstanding a) and d) above, this exclusion applies to any liability arising out of or anyway connected with **Pollution** in the United States of America or Canada, or their territories or protectorates.	**6.13 Pollution** arising out of or in any way connected with: a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** into or upon any property, land, the atmosphere or any watercourse or body of water, including ground water; or b) the cost of testing, monitoring for, containing, removing, nullifying, or cleaning up of **Pollutants** or the cost of preventing the release or escape of **Pollutants**; provided that with respect to liability incurred outside **North America**, this Exclusion shall not apply where such discharge, seepage, migration, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from the standpoint of the **Insured** which takes place in its entirety at a specific time and place during the **Period of Insurance**. This Exclusion will apply to any liability incurred in **North America** regardless of how it arises.
6.14 Asbestos which would not have arisen but for the existence of asbestos of asbestos.	**6.14 Asbestos** arising out of or in any way connected with any claim or claims in respect of **Personal Injury, Property Damage, Advertising Liability**, loss or losses arising directly or indirectly out of, or in any way connected with asbestos in whatever form or quantity.

6.15 Nuclear or radioactive materials arising out of or anyway connected with: a) ionising radiations or contamination by radioactivity from any nuclear material; or b) the hazardous properties of any nuclear explosive, assembly or component.	**6.15 Nuclear or Radioactive Materials** arising out of or in any way connected with operations employing the process of nuclear fission or fusion or handling of radioactive material, which operations include but are not limited to: a) the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices; b) the use, handling or transportation of radioactive materials; or
	c) the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion. This Exclusion does not apply to liability arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.
6.16 War and civil war arising out of or anyway connected with: a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war; b) insurrection, rebellion, revolution, military or usurped power.	**6.16 War and Civil War** arising out of or in any way connected with 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 expropriation, 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.

6.17 Terrorism arising out of or anyway connected with: a) act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or b) action in controlling, preventing, suppressing, retaliating against~~,~~ or responding to any act of **Terrorism**.	**6.17 Terrorism** arising out of or in any way connected with: a) death, injury, illness, loss or damage directly or indirectly caused by, contributed by, resulting from or arising out of or in connection with any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss~~,~~ or damage~~, illness, injury, death, cost or expense; or~~; or b) death, injury, illness, loss or damage directly or indirectly caused by, contributed 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**.
6.19 Advertising Liability to pay compensation for **Advertising Liability** arising out of or in any way connected with any: a) offences made at the direction of the **Insured** with knowledge of the illegality or falsity thereof; b) breach of contract, other than misappropriation of advertising ideas under an implied contract;	**6.19 Advertising Liability** for any **Advertising Liability** arising out of or in any way connected with any: a) statement made by, or at the direction of an **Insured** where the **Insured** knew or suspected the statement or any part of the statement was false; b) failure to perform any obligation pursuant to any contract. This Exclusion does not apply to any claim for unauthorised appropriation of advertising ideas, concepts or designs contrary to an implied contract;

c) incorrect description of the price of the **Policyholder's Products**, goods or services; d) infringement of trade mark, service mark or trade name by use thereof as the trade mark, service mark or trade name of the **Policyholder's Products**, goods or services sold, offered for sale or advertised, but this exclusion does not apply to titles or slogans; e) failure of the **Policyholder's Products**, goods or services to conform with advertised performance, quality, fitness or durability; f) **Insured** whose business is advertising, broadcasting, publishing or telecasting.	c) incorrect description of the **Policyholder's Products**, goods or services; d) any mistake in the advertised price of the **Policyholder's Products**, goods or services; e) failure of the **Policyholder's Products**, goods or services to conform with advertised performance, quality, fitness or durability; or f) **Insured** whose business is advertising, broadcasting, publishing or telecasting.
	6.20 Products guarantee arising out of or in any way connected with any guarantee or warranty given by or on behalf of the **Insured** in respect of any of the **Policyholder's Products.**
	6.21 Loss of use for the loss of use of tangible property which has not been physically damaged or destroyed resulting from: a) a delay in or lack of performance by or on behalf of the **Insured** in respect of any contract or agreement; or b) the failure of the **Policyholder's Products** or work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness, or durability expressly or impliedly warranted or represented by the **Insured.** This Exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to, or destruction of the **Policyholder's Products** or work performed by or on behalf of the **Insured** after the **Policyholder's Products** or work have been put to their intended use by any person or organisation other than the Insured.
	6.22 Silica arising out of or in any way connected with the inhalation of, or exposure to silica in any form.

	6.23 Laws Impacting Cover to the extent that it would be unlawful for **Us** to provide cover, pay any claim or provide any benefit under this **Policy**.

7.17 Other insurances The **Policyholder** must advise **Us** in writing, as soon as reasonably possible of any insurance already effected or which may subsequently be effected covering, in total or in part and whether absolutely or contingently, the risk, or any part of it, covered by this **Policy**.	7.17 Other insurances This **Policy** shall apply in excess of and shall not contribute to any policy arranged by any other party which has been endorsed to name the **Insured** as a beneficiary of cover under that policy and where the **Insured** is a noncontracting party to that policy. The **Policyholder** must ~~advise **Us** in writing,~~ as soon as reasonably possible~~,~~ advise **Us** in writing of any insurance already effected or which may subsequently be effected covering, in total or in part and whether absolutely or contingently, the risk, or any part of it, ~~c~~**Covered** by this **Policy**.
8.1 Advertising Liability a) Libel, slander or defamation; b) Infringement of copyright or of title or slogan; c) Piracy or unfair competition or idea misappropriation under an implied contract; d) Invasion of privacy; committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity article, broadcast or telecast and arising out of the **Insured's** advertising activities or any advertising activities conducted on behalf of the **Insured**, in the course of advertising the **Policyholder's Products**, goods or services.	**8.1 Advertising Liability** a) Defamation; b) Infringement of copyright of or passing off of a title or slogan; c) Unfair competition, piracy or idea, concept or design misappropriation contrary to an implied contract; or d) Invasion of privacy, arising from any advertisement, publicity article, broadcast or telecast and caused by or arising out of advertising activities conducted by the **Insured** or on behalf of the **Insured.**
8.2 Aircraft Any vessel, hovercraft, craft or thing designed to transport persons or property in or through the air or space.	**8.2 Aircraft** Any vessel, craft or thing made or intended to fly or move in or throughout the atmosphere or space, other than: a) model aircraft; and b) unmanned tethered balloons used for advertising purposes.

8.3 Business The business stated in the **Schedule** and shall include the activities of any canteen, social, sports, welfare, and/or child care organisation or first aid, medical, fire or ambulance services.	**8.3 Business** The business stated in the **Schedule** and shall include the following activities: a) the ownership and occupation of premises by the **Insured**;

	b) the provision of any sponsorship, charitable donations, or attendance at any charitable event or gala; c) canteen, social, sports, welfare, child care services or other activities for the **Insured's** employees; d) first aid, fire and ambulance services provided by the **Insured** for the **Insured's** own internal purposes; e) private work undertaken by employees for any director, partner, officer or executive of the **Insured**.
8.8 Medical Persons Medical doctors, medical nurses, dentists and first aid attendants.	**8.8 North America** a) The United States of America and the Dominion of Canada; b) Any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and c) Any country or territory subject to the laws of the United States of America or the Dominion of Canada. ~~**8.8 Medical Persons**~~ ~~Medical doctors, medical nurses, dentists and first aid attendants.~~

8.11 Personal Injury a) Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury; b) False arrest, false imprisonment, malicious prosecution and humiliation; c) Libel, slander, defamation of character; d) Wrongful entry or wrongful eviction or other invasion of the right of private occupancy; e) Assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or property, which occurs during the **Period of Insurance**.	**8.11 Personal Injury** a) Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury; b) False arrest, false imprisonment, malicious prosecution and humiliation; c) ~~Libel, slander, defamation of character;~~Defamation, unless arising out of **Advertising Liability** d) Wrongful entry or wrongful eviction or other invasion of the right of private occupancy; e) Assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or property, which occurs during the **Period of Insurance.**
8.15 Policyholder's Products	**8.15 Policyholder's Products**

Anything, including any packaging or container thereof (after it has ceased to be in the possession or control of the **Insured**) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by the **Insured**.	Anything~~, including any packaging or container thereof~~ (after it has ceased to be in the possession or under the control of the **Insured**), which is or is deemed to have been manufactured, grown, extracted, produced, processed, ~~assembled~~imported, exported, constructed, assembled, erected, installed, repaired, serviced, renovated, treated, sold~~,~~ supplied~~, resupplied~~ or distributed by or on behalf of the **Insured**~~.~~ including any discontinued products, labels packaging or containers, the design specification or formula of any products and including directions and instructions, advice given or omitted to be given in connection with such products. This does not include food and beverages: a) sold or supplied by or on behalf of the **Insured** from any canteen or vending machine primarily for the use of the **Insured's** employees; and b) served to employees or guests for consumption ~~-~~on any **Insured's** premises.
8.18 Products Liability **Personal Injury** or **Property Damage**: a) caused by any defect, or the harmful nature of any of the **Policyholder's Products**; b) resulting from any defect or deficiency in any direction or advice given at any time or intended to be given by the **Insured** concerning the use or storage of the **Policyholder's Products**.	**8.18 Products Liability** **Personal Injury, Property Damage** or **Advertising Liability** happening during the **Period of Insurance** within the **Geographical Limits** as stated in Section 5 as a result of an **Occurrence** and arising out of the **Policyholder's Products**.
8.19 Property Damage a) Physical injury to or destruction or loss of tangible property which occurs during the **Period of Insurance** and any loss of use of that property resulting therefrom; or b) Loss of use of tangible property which has not been physically injured or destroyed or lost which is caused by physical injury to or destruction or loss of other tangible property which occurs during the **Period of Insurance**.	**8.19 Property Damage** a) Physical ~~injury to or~~loss, destruction or ~~loss of~~damage to tangible property, ~~which occurs during the **Period of Insurance** and any~~including subsequent loss of use of ~~that~~such property~~ resulting therefrom~~; or b) Loss of use of tangible property ~~which~~that has not been physically ~~injured~~damaged or destroyed, ~~or lost which~~provided such loss of use is caused by physical ~~injury to~~damage to, loss of, or destruction ~~or loss~~ of other tangible property ~~which occurs during the **Period of Insurance**~~.

8.24 Tool of Trade Any vehicle which has a tool or plant forming part of or attached to or used in connection with it while such tool or plant is engaged on a work site, but does not include: a) **Vehicles** whilst in transit to or from any worksite; or b) **Vehicles** used for transport or haulage.	**8.24 Tool of Trade** A **Vehicle** that has tools, implements, machinery or plant attached to any **Vehicle** and is being used by the **Insured** at any worksite or **Insured** premises. Tool of trade does not include any **Vehicle** while travelling to or from a worksite or **Vehicles** that are used to carry goods to or from any premises.

8.26 Vehicle Any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power.	**8.26 Vehicle** Any type of machine on wheels, ~~or on caterpillar~~self laid tracks or skis made or intended to be propelled other than by manual or animal power and any trailer or attachment while attached to or used in conjun~~c~~ction with ~~it while~~any such machine.
8.27 Watercraft Any vessel, craft or thing made or intended to float on or in or travel on or through or under water.	**8.27 Watercraft** Any vessel, craft or thing made or intended to float on or in or travel on or through or under water other than model boats.