

POLICY SCHEDULE & WORDING

## Combined General & Products Liability Insurance

[libertyinternational.com/au](http://libertyinternational.com/au)



# Policy schedule



Policy Number	XX-XX-SPC-XX-XXXXXX
Named Insured	<Insert Full Names of the Entities/Persons to be Insured>
Business	As per the wording
Policy Period	From: 4.00pm on XX.XX.XXXX local standard time To: 4.00pm on XX.XX.XXXX local standard time
Limit of Liability	\$X,000,000
Sub-Limits of Liability	Extension 2.4 Property in Care, Custody or Control \$X,000 Extension 2.7 Inquiry Costs \$X,000  The <b>Sub-Limits of Liability</b> to Extensions 2.4 and 2.7 apply in respect of any only claim and in the aggregate. They form part of, and are not in addition to, the <b>Limit of Liability</b> .
Excess	\$X,000
Policy Wording	Liberty AUS OQS Combined General & Products Liability Policy Wording (12-15)
Endorsements	
Additional Insurance	
	This <b>Policy</b> is valid only if this schedule is signed and dated below by a person authorised by <b>Liberty</b> .
	Issued <day> <month> <year> in <office location>
Authorised by Liberty	

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In consideration of payment of the **Premium** by the **Insured**, and subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **Liberty** agrees as follows:

### 1. Insuring Clauses

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#### 1.1 General & Products Liability

**Liberty** will indemnify the **Insured** in respect of a **Claim** the **Insured** is legally liable to pay by way of compensation in respect of **Personal Injury**, **Property Damage** or **Advertising Injury** first happening during the **Policy Period** as the result of an **Occurrence** in connection with the **Named Insured's Business**.

#### 1.2 Advancement of Defence Costs

**Liberty** will pay for **Defence Costs** in respect of a **Claim** covered under Insuring Clause 1.1 or under any applicable extension. **Liberty** will pay for these **Defence Costs** as and when they are incurred prior to final resolution of the **Claim**.

However, each **Insured** shall repay to **Liberty** all payments of **Defence Costs** incurred on that **Insured's** behalf if and to the extent it is established that such **Defence Costs** are not insured under the **Policy**.

Subject to General Condition 5.2 in respect of "Limit of Liability", **Defence Costs** are in addition to the **Limit of Liability** specified in the **Schedule**.

### 2. Extensions

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Subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **Liberty** further agrees to extend cover provided under the **Policy** as follows:

#### 2.1 Cross Liability

Notwithstanding Exclusion 3.18 in respect of "Related Parties" **Liberty** will indemnify each **Insured** separately in respect of any **Claim** made by any **Insured** against any other **Insured**.

Each **Insured** is separately subject to the terms and conditions of this **Policy** however irrespective of the number of **Insureds** the aggregate amount payable by **Liberty** under this **Policy** is the **Limit of Liability** any one **Claim** or series of **Claims** arising from one **Occurrence**.

#### 2.2 Deemed Employees

The definition of **Insured** in Definition 6.7 is extended to include any contractor or consultant who:

- (a) is a "deemed worker" under the workers' compensation laws of the State or Territory of the Commonwealth of Australia in which the contractor or consultant conducts the **Business**; and
- (b) has a written contract with the **Named Insured** or its **Subsidiaries** to perform **Business** activities for or on behalf of the **Named Insured** or its **Subsidiaries**.

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### 2.3 Landlords Indemnity

**Liberty** will indemnify the **Landlord** in respect of the **Landlord's** liability to pay compensation in respect of **Personal Injury** or **Property Damage** first happening during the **Policy Period** as the result of an **Occurrence** arising from the use of the **Landlord's** premises by the **Insured** in connection with the **Insured's Business**.

No cover is provided under this extension for any conduct or breach of contract or breach of duty committed or allegedly committed by such **Landlord**.

For the purposes of this extension and the application of all the provisions of the **Policy** the **Landlord** shall be deemed to be an **Insured**.

### 2.4 Property in Care, Custody or Control

Notwithstanding Exclusion 3.17 in respect of "Property in Care, Custody or Control," **Liberty** will indemnify the **Insured** in respect of a **Claim** the **Insured** is legally liable to pay by way of compensation in respect of **Property Damage** to:

- (a) premises (or their contents) temporarily occupied by the **Insured** for the purpose of carrying out works, but no indemnity is granted in respect of that part of any premises or contents on which the **Insured** is or has been working if the physical damage or destruction arises from such work;
- (b) premises tenanted by the **Insured**;
- (c) directors', employees' and visitors' clothing and personal effects; or
- (d) other property (not owned by the **Insured**) temporarily in its possession but no indemnity is granted in respect of that part of any property upon which the **Insured** is or has been working if the physical damage or destruction arises from such work,

as the result of an **Occurrence** in connection with the **Business** of the **Named Insured** or its **Subsidiaries**.

The aggregate amount payable by **Liberty** for all **Claims** in respect of 2.4(d) above is the **Sub-Limit of Liability** specified in the **Schedule**.

### 2.5 New Subsidiaries

The definition of **Subsidiary** in Definition 6.21 is extended to include any company which, according to the laws of the Commonwealth of Australia or the Australian State or Territory in which the **Policy** is issued, becomes a subsidiary of the **Named Insured** during the **Policy Period** provided that:

- (a) in the case of an acquisition, the revenue of the new subsidiary for the 12 months preceding the date of its acquisition does not exceed 10% of the consolidated revenue of the **Named Insured** and its **Subsidiaries** for the 12 months preceding the commencement of the **Policy Period**;
- (b) the new subsidiary is not incorporated in the United States of America, Canada or any of their territories or protectorates;
- (c) the new subsidiary does not perform **Business** activity within the United States of America, Canada or any of their territories or protectorates; and

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- (d) the new subsidiary has no paid or incurred public liability or product liability claims against it for the 5 years preceding the date of its acquisition.

In respect of any other new subsidiary to which any of 2.5 (a) to (d) above do not apply, **Liberty** will provide cover for a period of 45 days (but not beyond the end of the **Policy Period**) from the effective date of the new subsidiary being acquired or created. Upon provision to **Liberty** by the **Named Insured** of full details of the new subsidiary, **Liberty** will consider providing cover for the new subsidiary for a further period on such terms and conditions and for such additional **Premium** as may be agreed.

Cover in respect of any such new subsidiary applies only in respect of **Business** activity performed whilst the subsidiary is a subsidiary of the **Named Insured**.

### 2.6 Principal's Indemnity

**Liberty** will indemnify a principal in respect of that principal's vicarious liability for the acts or omissions of the **Insured** and arising out of the **Businesses** which are covered under the **Policy**.

**Liberty** will not be liable under this extension for liability arising from activities of the principal.

For the purposes of this extension and the application of all the provisions of the **Policy** the principal shall be deemed to be an **Insured**.

### 2.7 Inquiry Costs

**Liberty** will pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by the **Insured** (but excluding the **Insured's** salaries, wages, fees, allowances, travel and accommodation expenses) in preparing for and attending an **Inquiry** provided that:

- (a) such costs and expenses were incurred with the prior written consent of **Liberty** which shall not be unreasonably withheld; and
- (b) the notice requiring the **Insured** to attend the **Inquiry** is first served upon the **Insured** during the **Policy Period**.

The **Insured** shall repay to **Liberty** all payments of **Inquiry** representation costs and expenses incurred on the **Insured's** behalf if and to the extent it is established that such **Inquiry** representation costs and expenses are not insured under the **Policy**.

The aggregate amount payable by **Liberty** for all claims under this extension is the **Sub-Limit of Liability** specified in the **Schedule**.

### 2.8 Spouses, Estates & Representatives

**Liberty** will cover:

- (a) in the event of the death, incapacity or bankruptcy of an **Insured**, any **Claim** brought against his or her estate, heirs, executors, administrators or legal representatives; or
- (b) any **Claim** brought against the lawful spouse or domestic partner of an **Insured**, as if the **Claim** had been brought against that **Insured**.

No cover is provided under this extension for any conduct or wrongful act committed or allegedly committed by such estate, heirs, executors, administrators, legal representatives, lawful spouse or domestic partner.

## 3. Exclusions

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**Liberty** will not pay for any amounts insured under the **Policy** for or arising out of:

### 3.1 Advertising Liability

- (a) failure of performance of contract but this exclusion shall not relate to claims for unauthorised appropriation of ideas based upon breach of an implied contract;
- (b) infringement of trade mark, service mark, trade name or patents;
- (c) incorrect description of any article or commodity; or
- (d) mistake in advertised price.

### 3.2 Aircraft & Other Craft

the ownership, maintenance, operation, possession or use by or on behalf of the **Insured** of:

- (a) any aircraft or aerial device;
- (b) any watercraft exceeding 10 metres in length; or
- (c) any hovercraft.

### 3.3 Aircraft & Watercraft Products

any **Products** which are incorporated into the structure, machinery or controls of any aircraft, aerial device, watercraft or hovercraft.

### 3.4 Asbestos

asbestos, asbestos fibres or derivatives of asbestos.

### 3.5 Building Work

the erection, construction, demolition, alteration of and/or addition to buildings by or on behalf of the **Insured**.

### 3.6 Contractual Liability & Commercial Risks

- (a) a liability which the **Insured** has assumed under a contract unless such liability would have attached in the absence of such contract; or
- (b) any guarantee or warranty given by the **Insured** unless and to the extent required by Australian law.

### 3.7 Electronic Data

loss of, damage to or destruction of any electronic data.

### 3.8 Faulty Workmanship

the cost of performing, completing, correcting or improving any work undertaken by the **Insured**.

### 3.9 Fraud & Dishonesty

any fraudulent, criminal, willfully reckless, malicious or dishonest act, error or omission including any intentional violation or breach of any law or regulation committed by the **Insured**.

This exclusion will only apply where it is established by an admission of such **Insured** or by a judgment, award, finding or other adjudication of a court, tribunal, commission or arbitrator that such conduct did in fact occur.

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### 3.10 Goods & Services Tax

**GST** imposed or payable in respect of the **Premium** or any payment of insured amounts made under the **Policy**.

### 3.11 Loss of Use

the loss of use of property which has not been physically damaged or destroyed flowing from:

- (a) a delay in or lack of performance by or on behalf of the **Insured** of any contract; or
- (b) the failure of any **Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented or the subject of statutory guarantee by the **Insured**.

This exclusion 3.11 (b) above does not apply to loss of use of other property directly or indirectly caused by, arising out of or in any way connected with the sudden and accidental physical damage to or destruction of any **Products** after such **Products** have been put to use by any person or organisation other than the **Insured**.

### 3.12 North American Jurisdiction

- (a) legal proceedings brought within the United States of America and/or Canada or any of their territories or protectorates;
- (b) the enforcement of any judgment or award obtained within or determined pursuant to the laws of the United States of America and/or Canada or any of their territories or protectorates; or
- (c) legal proceedings in which the laws of the United States of America and/or Canada or any of their territories or protectorates are applicable even if only in a limited respect.

This exclusion does not apply to **Claims** arising from the **Business** activities of an employee of the **Named Insured** or its **Subsidiaries** who normally resides in Australia while such employee is temporarily travelling on behalf of the **Named Insured** or its **Subsidiaries** outside Australia.

### 3.13 Penalties & Punitive Damages

- (a) any fines or other penalties; or
- (b) any exemplary, aggravated, multiple, liquidated or punitive damages.

### 3.14 Personal Injury

the publication or utterance of libel or slander or of other defamatory or derogatory material, or publication or utterance in violation of an individual's right's of privacy:

- (a) made prior to the commencement of the **Policy Period**;
- (b) made at the **Insured's** direction or with the **Insured's** authority or with knowledge of its falsity; or
- (c) related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the **Insured**.

### 3.15 Pollution

the actual or alleged presence, discharge, dispersal, release or escape of any **Pollutant** or the cost of removing, nullifying or cleaning up any **Pollutant**. This includes any such pollution caused by any of the **Insured's Products** which may have been abandoned or thrown away by others.

This exclusion does not apply to liability which is directly caused by a sudden, accidental, instantaneous, identifiable and unexpected happening which takes place in its entirety at a specific time and place.

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### 3.16 Product Recall

compensation claimed for, or any costs incurred in withdrawing, recalling, inspecting, repairing, replacing, disposing or loss of use of any **Products** because of any known or suspected defect or deficiency.

### 3.17 Property in Care, Custody or Control

loss of, damage to or destruction of property owned, leased, hired by, under hire purchase, on loan or rented to the **Insured** or otherwise in the **Insured's** care, custody or control.

### 3.18 Related Parties

any **Claim** made by or on behalf of:

- (a) one or more **Insured** other than a **Claim** for contribution or indemnity which results directly from another **Claim** which would be covered under the **Policy** if made directly against another **Insured**;
- (b) any child, sibling, spouse, partner, parent or dependant of an **Insured**;
- (c) any parent company or other entity which owns, controls or manages any **Insured**; or
- (d) any entity or trustee of a trust which is owned, controlled or managed by any:
  - (i) **Insured**;
  - (ii) any child, sibling, spouse, partner, parent or dependant of an **Insured**; or
  - (iii) any parent company or other entity which owns, controls or manages any **Insured**.

### 3.19 Vehicles

the ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the **Insured** of any motor vehicle or trailer which is required by law to be registered or insured or which is subject to a statutory scheme providing compensation for **Personal Injury**.

This exclusion does not apply to:

- (a) death or injury to the extent it is not required to be insured or subject to a statutory scheme;
- (b) death or injury caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer for which no indemnity is or would be available to the **Insured** under a compulsory liability insurance had the **Insured** complied with its obligations pursuant to such law;
- (c) damage caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- (d) damage to any bridge, weighbridge or road, or anything beneath such bridge, weighbridge or road caused by the weight of any motor vehicle or trailer or of the load carried thereon; or
- (e) damage to any motor vehicle or trailer (not owned, leased or hired by, under hire purchase, on loan or rented to the **Insured**) temporarily in the **Insured's** custody or control for the purpose of parking and directly arising out of such parking.

### 3.20 War, Terrorism & Nuclear

- (a) war (whether declared or not), civil disturbance or riot;
- (b) any actual or threatened act of **Terrorism** or any action taken to, or taken in an attempt to, control, prevent or suppress any act of **Terrorism**;
- (c) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel; or
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear weapon, installation, reactor or other nuclear assembly or nuclear component thereof.

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### 3.21 Workers' Liability

- (a) **Personal Injury** of any person employed, or deemed to be employed, by the **Named Insured** or its **Subsidiaries** under any workers' compensation law or other law. This exclusion does not apply to **Personal Injury** to the extent it is not required to be insured under any workers' compensation law or other form of regulation;
- (b) the provisions of any industrial award, agreement or determination, any contract of employment or any workplace agreement where liability would not have been imposed in the absence of such industrial award, agreement, determination, employment contract or workplace agreement; or
- (c) any wrongful or unfair dismissal, denial of natural justice, misleading representation or advertising, unfair contract, harassment or discrimination (sexual or otherwise) in respect of employment by the **Named Insured** or its **Subsidiaries**.

### 3.22 Defective Products

loss of use, damage to or destruction of the **Insured's Products** if such loss, damage or destruction is attributable to any defect in them, their harmful nature or their unsuitability.

## 4. Claims Conditions

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### 4.1 Notification of Claims & Co-operation

As soon as the **Insured** becomes aware of a **Claim** or **Inquiry** which may give rise to a claim under the **Policy**, the **Insured** must:

- (a) notify **Liberty** in writing of the **Claim** or **Inquiry**. The notification must be sent to:  
The Claims Department  
Liberty  
Level 38, Governor Phillip Tower  
1 Farrer Place  
Sydney, New South Wales, Australia 2000  
Tel: +61-2-8298 5800  
Email: pfraclaims@libertymutual.com
- (b) give **Liberty** such information and co-operation as it may reasonably require including but not limited to:
  - (i) a description of the **Claim** or **Inquiry**;
  - (ii) the nature of the allegation;
  - (iii) the nature and amount of the alleged or potential loss;
  - (iv) the names of actual or potential claimants; and
  - (v) the manner in which the **Insured** first became aware of the **Claim** or **Inquiry**.

If any amounts insured under the **Policy** are also potentially insured under any other insurance policy or policies, then the **Insured** must advise **Liberty** within a reasonable time of making a claim under the **Policy** and provide **Liberty** with details of the other insurance.

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### 4.2 Defence & Settlement

**Liberty** may, in its absolute discretion, take over the conduct of any investigation, settlement or defence of any **Claim**.

The **Insured** must:

- (a) take all reasonable steps to mitigate loss;
- (b) not agree to any waiver or limitation of or delay as to their legal rights of recovery against any other party;
- (c) not admit liability, negotiate any settlement, enter into any settlement agreement or incur any **Defence Costs** without the prior written consent of **Liberty** which shall not be unreasonably withheld; and
- (d) give **Liberty** all the information and assistance that **Liberty** requires for the purpose of investigating:
  - (i) the cause and consequences of any **Claim**;
  - (ii) the **Insured's** liability to any party in respect of any **Claim**; and
  - (iii) whether **Liberty** has any liability to the **Insured** under the **Policy** and, if so, the extent of its liability,and, where applicable, conduct the defence of any **Claim**.

### 4.3 Excess Insurance

The **Policy** is in excess of any **Additional Insurance** specified in the **Schedule**.

If there is any other policy of indemnity or insurance available to an **Insured** or any other natural person, company or entity insured under the **Policy** then the **Policy** will be in excess of such other indemnity or insurance to the extent it is permitted under the terms of the Insurance Contracts Act 1984 (Cth).

### 4.4 Allocation

In the event the **Insured** is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by the **Policy**, the **Insured** and **Liberty** will use their best efforts to agree upon a fair and proper allocation of amounts insured under the **Policy** which relate solely to what is covered under the **Policy**.

In the event that an agreement cannot be reached, **Senior Counsel** shall determine, as an expert but not as an arbitrator, a fair and proper allocation. Until **Senior Counsel** has made his or her determination, **Liberty** may, in its absolute discretion, pay such **Defence Costs** or any other amount insured under the **Policy** as it considers appropriate.

### 4.5 Requirement to Contest a Claim

**Liberty** shall not require the **Insured** to contest any **Claim** unless **Senior Counsel** advises that such **Claim** should be contested. In formulating such advice, **Senior Counsel** shall take into consideration the economics of the matter (including potential amounts insured under this **Policy**) and the prospects of the **Insured** successfully defending the **Claim**.

In the event that **Senior Counsel** recommends settlement in respect of any **Claim** and the **Insured** does not agree that such **Claim** should be settled, the **Insured** may elect to contest such **Claim**, provided always that the liability of **Liberty** shall not exceed the amount for which the **Claim** could have been settled plus **Defence Costs** incurred with **Liberty's** prior written consent up to the date of such election.

## 5. General Conditions

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### 5.1 Reasonable Care

The **Insured** must:

- (a) exercise reasonable care to ensure that only competent persons are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
- (b) take all reasonable precautions to:
  - (i) prevent injury and damage;
  - (ii) prevent the manufacture, sale or supply of defective **Products**; and
  - (iii) comply and ensure that its employees and agents comply with all statutory obligations and other forms of regulation relating to the safety of persons or property; and
- (c) at its own expense take reasonable action to withdraw or recall any **Products** containing any known or suspected defect or deficiency.

### 5.2 Limit of Liability

The maximum amount payable by **Liberty** under the **Policy** is the **Limit of Liability** for any one **Claim** or series of **Claims** arising from one **Occurrence**. The **Limit of Liability** is inclusive of any **Inquiry** representation costs, **Sub-Limits of Liability** and other amounts insured under the **Policy**. The **Limit of Liability** does not include costs incurred by **Liberty** in determining whether the **Policy** provides insurance to the **Insured** or **Defence Costs**. However **Defence Costs** incurred in connection with **Claims** made or brought in the USA, Canada, their respective territories and protectorates, or any place in which their laws are applicable even if only in a limited respect, are included within the **Limit of Liability**.

The total aggregate amount payable by **Liberty** under the **Policy** during the **Policy Period** for all **Claims** in respect of or in any way connected with the **Named Insured's Products** is the aggregate **Limit of Liability** specified in the **Schedule**.

**Liberty** may, in its absolute discretion and at any time, pay the **Limit of Liability** to the **Named Insured**. From the date of any such payment, **Liberty** has no further liability to the **Insured** under the **Policy** including no liability for **Defence Costs** incurred by the **Insured** from the date of any such payment.

In the event that the total amount of **Defence Costs** and other amounts insured under the **Policy** required to dispose of any one **Claim** exceeds the **Limit of Liability** available for such **Claim**, **Liberty** will only pay for **Defence Costs** in the same amount as the **Limit of Liability** available for such **Claim** proportionate to the total amount required to dispose of such **Claim**.

### 5.3 Excess

**Liberty** will only pay in respect of a **Claim** and associated **Defence Costs** and other amounts insured under the **Policy**, the amounts which are above the **Excess**. The **Excess** shall be the first amount borne by the **Insured** and shall remain uninsured.

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### 5.4 Subrogation

If **Liberty** grants indemnity under the **Policy**, then **Liberty** shall be subrogated to all the **Insured's** rights of recovery against any person or entity whether or not payment has in fact been made and whether or not the **Insured** has been compensated in full for their loss. Each **Insured** must, at its own cost, provide all reasonable assistance to **Liberty** (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The **Insured** must not do anything (including but not limited to excluding or limiting the liability of other parties in contracts, whether or not they are written contracts) that may prejudice **Liberty's** position or its potential or actual rights of recovery against any party.

Any amounts recovered by **Liberty** in excess of **Liberty's** total payment to the **Insured** (including **Defence Costs**) shall be restored to the **Insured** less the cost to **Liberty** of such recovery.

### 5.5 Severability of Proposal

Failure by any **Insured** to comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth) or misrepresentation by any **Insured** to **Liberty** shall not prejudice the right of any other **Insured** to cover under the **Policy**. Cover is only provided to an **Insured** who is innocent of and has no prior knowledge of such failure or misrepresentation.

### 5.6 Non-Imputation

For the purposes of determining the availability of cover under the **Policy**, the conduct of one **Insured** shall not be imputed to any other **Insured**, provided that cover is only provided to an **Insured** who is innocent of and has no prior knowledge of such conduct.

### 5.7 Governing Law & Exclusive Jurisdiction

The **Policy** is governed by the law in force in the Australian State or Territory in which the **Policy** is issued. All matters arising from or relating to the construction or operation of the provisions of the **Policy** shall be submitted to the exclusive jurisdiction of the courts exercising jurisdiction under the law of that State or Territory.

### 5.8 Policy Interpretation & Construction

The headings in the **Policy** are for descriptive purposes only and do not form part of the **Policy** for the purpose of its construction or operation. Words used in the singular shall include the plural and vice versa. For the meaning of any words in bold refer to the **Schedule** and Section 6 - Definitions.

### 5.9 Electronic Communications

It is hereby understood and agreed that **Liberty** may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act 1984 (Cth) or otherwise. We will send notices to the last email address that you provide **Liberty**. If you fail to advise **Liberty** of your change of email address and we issue notice, we will say that you receive a notice on the date that you would have received it in the ordinary course of email and at the last email address that you gave **Liberty**.

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### 5.10 Liberty Mutual AGM

Liberty is a branch of Liberty Mutual Insurance Company (LMIC), a stock insurance company incorporated in Massachusetts USA. LMIC is an indirect subsidiary of Liberty Mutual Holding Company Inc. (LMHC), a Massachusetts USA mutual holding company. Notice is hereby given that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA.

This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at [www.libertymutual.com](http://www.libertymutual.com), by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

### 5.11 Breach of Economic, Trade or other Sanctions or Law

Notwithstanding anything else to the contrary in the **Policy**, whenever coverage provided by this **Policy** would be in violation of any United Nations resolutions or the economic or trade sanctions, laws or regulations of the European Union, United Kingdom, Australia, Singapore or the United States of America, such coverage shall be null and void and **Liberty** has no obligation to pay a **Claim** if to do so would breach that sanction or law.

### 5.12 Non-Accumulation of Limits & Sub-Limits

It is hereby understood and agreed that if two or more policies of insurance issued by **Liberty** apply to the same claim, the maximum amount payable by **Liberty** under all such policies is the highest of the applicable limit or sub-limit of liability for all such policies or, if the limits are the same, under the highest limit of one policy. There will only be one excess payable which will be the excess which applies to that limit or sub-limit of liability.

## 6. Definitions

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In the **Policy**:

**6.1 Advertising Injury** means unintentional libel, slander, defamation, infringement of copyright, title or slogan, piracy, idea misappropriation or invasion of rights of privacy arising out of the **Insured's** advertising activities first published or broadcast during the **Policy Period**.

**6.2 Business** means the professional consulting activities as described in the Professional Indemnity policy held with **Liberty** for the same **Policy Period** and includes:

- (a) the provision and management of catering, social, sports, welfare, childcare, theatrical and related facilities including galas for the benefit of workers;
- (b) the provision of fire, first aid, ambulance and security services;
- (c) at the **Insured's** discretion, private work carried out by a worker for a director or partner or worker of the **Insured's**;

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- (d) the ownership, maintenance, repair and occupation of premises of facilities belonging to the **Insured**;
- (e) attendance or participation in trade fairs, shows or exhibitions by any worker or director in connection with their employment; and
- (f) provision of sponsorship.

**6.3 Claim** means any written demand or legal proceedings for compensation made against the **Insured** which may result in the payment of amounts insured under the **Policy**.

All **Claims** attributable to one source or originating cause shall be deemed to be a single **Claim** and one **Excess** shall apply.

**6.4 Defence Costs** means:

- (a) reasonable and necessary costs and expenses incurred by **Liberty**, or by the **Insured** but only with **Liberty's** prior written consent, solely for the benefit of the **Insured** in the investigation, settlement, defence or appeal of any **Claim** covered under the **Policy**; and
- (b) the costs of obtaining **Senior Counsel's** advice or determination under the **Policy**.

**Defence Costs** does not include the Insured's salaries, wages, travel or accommodation expenses.

**6.5 GST** means the tax imposed as goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (Cth) or as amended and any penalty or interest payable in respect of that tax.

**6.6 Inquiry** means any administrative or regulatory proceeding, official investigation, inquiry or hearing in respect of an **Occurrence** in connection with the **Named Insured's Business** which an **Insured** is legally required to attend if findings from such proceeding, investigation, inquiry or hearing could lead to a **Claim** being made against the **Insured** which may be covered under the **Policy**.

**6.7 Insured** means each of the following:

- (a) the **Named Insured** and its **Subsidiaries**;
- (b) any past, present or future director, partner or employee of the **Named Insured** or its **Subsidiaries** whilst acting within the capacity and scope of duties of a director, partner or employee of the **Named Insured** or its **Subsidiaries** in connection with the **Business** of the **Named Insured** or its **Subsidiaries**; and
- (c) the officers, committee and members of a canteen, social, sports, first aid/medical, firefighting or employee welfare organisation formed with the consent of the **Named Insured** or its **Subsidiaries**, in their respective capacity as such.

**6.8 Landlord** means a person or entity with whom the **Insured** has entered into a written agreement for the lease or rental of premises, not belonging to the **Insured**.

**6.9 Liberty** means Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) incorporated in Massachusetts, USA (the liability of members is limited).

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**6.10 Occurrence** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury** and/or **Property Damage** and/or **Advertising Injury** neither expected nor intended from the standpoint of the **Insured**. All events of a series consequent on or attributable to one source or original cause shall be deemed one **Occurrence**.

With respect to **Advertising Injury**, all injury arising out of the same injurious material, regardless of the frequency of repetition or the number or kind of media used, or whether a **Claim** is made by one or more persons, shall be deemed to arise out of one **Occurrence**.

**6.11 Personal Injury** means:

- (a) death, disability, shock, fright, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any person;
- (b) false arrest, wrongful detention or imprisonment, malicious prosecution;
- (c) wrongful entry or eviction;
- (d) assault or battery committed for the purpose of preventing **Personal Injury** and/or **Property Damage** or eliminating danger; or
- (e) libel, slander, defamation of character or invasion of right of privacy.

**6.12 Policy** means this policy wording, any endorsements to it, the **Schedule** and the **Proposal**.

**6.13 Policy Period** means the period of time specified in the **Schedule** unless the **Policy** is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.

**6.14 Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, noise, acids, alkalis, compounds, chemicals, mould or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**6.15 Premium** means the amount payable by the **Insured** for the **Policy** including any applicable charges as advised by **Liberty**.

**6.16 Products** means any commodity, article or thing (after it has ceased to be in the possession or under the control of the **Insured**) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the **Insured** or by others trading under the name of the **Insured** (including any container thereof other than a motor vehicle).

**6.17 Property Damage** means:

- (a) physical damage to or destruction of tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the same time of the physical damage that caused it; or
- (b) loss of use of tangible property that is not physically damaged or destroyed, provided such loss of use is caused by physical damage to the tangible property which first happened during the **Policy Period**. All such loss of use shall be deemed to happen at the same time of the physical damage or destruction that caused it.

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- 6.18 Proposal** means the proposal form and any other information submitted by the **Insured** in applying for this insurance.
- 6.19 Schedule** means the schedule attached to the **Policy** and signed by a person authorised by **Liberty**.
- 6.20 Senior Counsel** means a Senior Counsel to be mutually agreed upon by **Liberty** and the **Insured** or, in the absence of agreement, to be appointed by the current President of the Law Society in the State or Territory in which the **Policy** is issued.
- 6.21 Subsidiary** means any company which, according to the laws of the Commonwealth of Australia or the Australian State or Territory in which the **Policy** is issued, was or is a subsidiary of the **Named Insured** prior to or at the commencement of the **Policy Period**.
- Cover in respect of any such company applies only whilst the company was or is a subsidiary of the **Named Insured**.
- 6.22 Terrorism** means an act or acts by any person or group of persons or government causing or threatening to cause any harm of any nature for political, religious, ideological, ethnic or similar purpose and/or to intimidate or influence any government or the public or any section of the public.