St John the Baptist Cathedral, Murray Bridge
Diocese of The Murray, SA

Anglican Halls Information and Public Liability Policy Wording 2025-26

Including Ansvar Insurance General Public & Product Liability Insurance PDS & Policy Wording 0624 V1

Anglican Halls
Insurance Registration

ANGLICAN HALLS INSURANCE REGISTRATION PROGRAM
FREQUENTLY ASKED QUESTIONS

What is a hall hirers policy?
When you hire a hall, you have certain obligations (legal liability) to the owners of the hall. This policy covers your liability to the hall and also your liability to people who are participants in the activity you are running within the hall. Note that the liability does not extend beyond the bounds of the property on which the hall rests.

How much does it cost?
The insurance is provided free of charge to the hall hirer. The owner of the hall covers the cost, but to be clear, this insurance policy is between you and the insurer, the hall is not party to the contract. The hall must not charge you specifically for the cost of this insurance.

If I don't register, am I covered?
No. The reason why you register is so that you can receive a copy of the insurance certificate and the insurance contract information (product disclosure statement). Without the issuing of the certificate, there is no insurance in place. In addition, your insurance registration must be notified to the insurer as a condition of the cover.

Who can access this insurance?
The insurance is only valid for individuals hiring participating Anglican halls. The purpose of the hire must be for private or community use only and cover is strictly not provided for commercial entities or traders. No cover is provided for events involving the sale of alcohol.

What is the covered?
Every insurance policy is a contract between the insurer and you. This contract is set out in 2 key documents: 1. Your Product Disclosure statement – this outlines the terms, conditions, exclusions, limitation of the contract. 2. The Certificate of Insurance – This confirms and details such as the amount of insurance and the dates of cover. You should keep your contract in the event that a claim needs to be made.

Claims
Claims are made by the hall hirer to the insurer. It will be compulsory for the hirer to provide the hall owner's incident report at the time of claim, therefore in the event of an incident, the first person to contact is the hall owner/manager and complete their form. After this, please contact AIRS (details below) who manages this program and will support you through the claim process.

Contact
If you have any questions, please contact Anglican Insurance & Risk Services on:
E: admin@airs.org.au
T: 1300 927 523
W: www.anglicanhalls.com.au

IMPORTANT INSURANCE INFORMATION

This website is an insurance registration website only. Insurance is provided without charge to the individual hirer and is arranged by Anglican Insurance and Risk Services Ltd (AIRS). AIRS operates under Australian Financial Services License (AFSL Number 568473) to arrange insurance. AIRS is not an insurer. All of our details are contained in the Financial Services Guide which is published publicly at anglicanhalls.com.au.

The website and this registration process contains general information, does not take into account your individual objectives, financial situation or needs and may not suit your personal circumstances. For full details of the terms, conditions and limitations of the covers and before making any decision about whether to acquire a product, refer to the specific policy wordings and/or Product Disclosure Statement.

ansvar
INSURANCE & RISK
SPECIALISTS

General Public & Product Liability Insurance

PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

PROTECTING THOSE WHO CARE FOR AND SERVE OUR COMMUNITIES

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About Ansvar

Insurance from one of Australia's specialist insurers

General Public and Product Liability Insurance for your organisation from one of Australia's specialist insurers.

Our liability insurance policy has been specifically designed to protect your organisation against liability claims for personal injury and property damage.

ABOUT ANSVAR

With 60 years of experience in the Australian insurance industry, Ansvar has become a leading specialist provider of insurance and risk management solutions for the Care Services, Community Services (Not for Profits), Education and Learning, Faith Communities, Arts, Culture and Heritage and Commercial Property Owner sectors.

A highly respected and ethical insurer, Ansvar is owned by the Benefact Group, a leading insurer of heritage, religious and charitable organisations in the UK. Established in 1887, the Benefact Group gives all available profits to good causes. In recent years, the Benefact Group has given €100m to good causes and has committed to giving back €250m to good causes by 2025, truly making a real difference to the world we live in.

GIVING BACK

For over 25 years, Ansvar has played a small part in making a positive impact on the world through our Community Education Program (CEP). As part of our mission to give back to the community, Ansvar will continue to donate a percentage of our profits to organisations that provide valuable support to improve and enrich the lives of disadvantaged young Australians, so that they may contribute positively to the community in which they live.

Since starting in 1994, Ansvar's Community Education Program has provided a range of grants contributing over $15 million to help fund over 100 different charities and not for profit organisations with a focus on supporting the education and life skill development needs of disadvantaged young Australians. Through a program focussed on Empowerment and Education and Outreach and Support, Ansvar has reached and made a genuine difference to the lives of thousands of young Australians in need.

OUR APPROACH

As a sector specialist, Ansvar has developed a deep understanding of clients' needs, the risks and challenges they face and the complex environments in which they operate. We understand that fully protecting our clients requires a holistic approach and that being protected isn't simply about insuring against events that might happen but where possible taking steps to prevent or minimise the impact of those events in the first place. Ansvar has a dedicated team of risk management specialists that can assist brokers and clients in assessing effectiveness of current approaches to risk management and guide opportunities for improvement.

With our sector expertise and knowledge combined with a flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right cover to suit the unique needs of clients within our core sectors. We believe however that the real moment of truth is in the way we respond to claims. Ansvar has a dedicated team of claims specialists focused on quickly solving the problems of our clients and going the extra mile to ensure the client is looked after in the best way possible. With a compassionate and strong ethical approach, our claims team is well experienced and knowledgeable in handling both sensitive and intricate claims.

About this Product Disclosure Statement (PDS) and Policy Wording

This product disclosure statement (PDS) and policy wording contains two sections:

1. **Important Information**
   Provides general information about your General Public and Product Liability Insurance policy.

2. **The Contract between you and Ansvar Insurance**
   Details the terms and conditions of your General Public and Product Liability Insurance policy.

The financial product offered in the PDS is provided by Ansvar Insurance Limited.

The Table of Contents provides a summary of the content of the PDS. The purpose of this PDS is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

The General Public and Product Liability Insurance policy in conjunction with the Certificate of Insurance and any endorsements we issue upon acceptance of your proposal, provide a full description of the terms, conditions and limitations of the insurance cover.

You will need to read the entire PDS for a full understanding of these terms, conditions and limitations including the benefits, risks and information about how the insurance premium is calculated.

Please read this PDS before you apply for this insurance.

This PDS was prepared in April 2024.

CONTACT US

Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506 is the issuer of this insurance policy. The registered office is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

Call us on 1300 650 540, email us at insure@ansvar.com.au or visit us at www.ansvar.com.au

Important information

CHANGES TO THE PDS

The information in this PDS and policy wording was current at the date of preparation. We may update some of the information in the PDS, that is not materially adverse to you from time to time, without needing to notify you. You can find out if we have updated the PDS and obtain a copy of any updated information by contact us on 1300 650 540 or visiting our website at ansvar.com.au. We will be pleased to provide you a free paper copy of any updates if you request them.

If it becomes necessary, we will issue a supplementary or replacement PDS.

CLAIMS MADE

Automatic Extension 2 - Indemnifiable Fines and Penalties, Optional Extension 1 – Sexual Abuse and Optional Extension 3 - Retroactive Liability operate on a 'claims made' basis, which means that you are covered under these sections for:

a) claims first made against you and notified to us during the period of insurance provided that you were not aware at any time prior to the start of the period of insurance of any fact, situation, event or circumstance which could lead to a claim being made against you; and

b) claims first made against you after the period of insurance, provided that the facts that gave rise to the claim are facts you first became aware of during the period of insurance and you notified us in writing of those facts during the period of insurance.

The cover provided is in respect of claims arising out of acts, errors, failure to act, conduct, events or circumstances that occur after any retroactive date shown in the certificate of insurance and notified to us during the period of insurance.

After expiry of the policy and the extended notification period, no new claim can be made or circumstances notified under the policy even though the event giving rise to the claim may have occurred during the period of insurance, except where allowed by law.

CODE OF PRACTICE

The General Insurance Code of Practice (the Code) was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain information on the Code and how it assists you by contacting us on 1300 650 540.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Committee please go to the following website insurancecode.org.au.

COOLING OFF PERIOD

You have 21 days from the commencement date of this insurance policy to determine if the policy meets your needs. During this time, you may return the policy via your broker or directly to us via the email address or postal address shown under the `Contact Us' section on page 3.

Any refund of premium may be reduced by the deduction of non-refundable tax or duty, and/or the deduction of reasonable administration costs.

No refund of premium is payable if you have made a claim or intend to claim under the policy.

You may also be able to cancel the policy after the cooling off period. Please refer to the terms of the policy relating to cancellation.

COSTS

The premium payable by you for this insurance policy is shown in your certificate of insurance.

The premium payable will be determined considering factors such as those listed below.

Your premium may alter if you make changes to your insurance cover or your circumstances change during the period of insurance.

Premiums and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax and Stamp Duty. All are shown in your certificate of insurance.

RELEVANT RATING FACTOR	FACTORS WHICH MAY INCREASE YOUR PREMIUM	FACTORS WHICH MAY DECREASE YOUR PREMIUM
Limit of liability	Higher limit of liability	Lower limit of liability
Excess	Low excess	High excess
Extent of activities	High number of hazardous activities	Low number of hazardous activities
Location of operations	Locations in other countries	Locations in Australia
Number of locations	The higher the number of locations	The lower the number of locations
Claims history	Adverse previous claims	Low number of previous claims
Size of Operation	High numbers of employees, members and volunteers within the organisation	Low numbers of employees, members and volunteers within the organisation

COSTS (continued)

RELEVANT RATING FACTOR	FACTORS WHICH MAY INCREASE YOUR PREMIUM	FACTORS WHICH MAY DECREASE YOUR PREMIUM
Turnover	Higher turnover or income of your activities	Lower turnover or income of your activities
Use of sub-contractors	High usage of subcontractors	Low usage of subcontractors
No. of Years in Operation	New business venture with minimal history	Well established business ***operations*** with documented history

CRITICAL DOCUMENTS

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- your current certificate of insurance;
- any endorsements.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

ENGAGEMENT OF THIRD PARTIES

(Contractors/Subcontractors)

Where engaging third parties (contractors/subcontractors) to perform activities on your behalf, those third parties must carry their own insurance. As part of your risk management, we recommend you sight the certificate of currency as proof this cover is in place. A valid certificate of currency needs to display the Insurer's name, the Policy Number, the Period of Insurance and the Limit of Liability.

GOODS AND SERVICES TAX (GST)

This insurance policy has provision for payment of Goods and Services Tax:

- by you in relation to premiums;
- by us in relation to claims.

RESOLVING COMPLAINTS AND DISPUTES

Ansvar Insurance is committed to resolving any complaints in relation to our products, services or handling of personal information.

Our process has three key stages.

1. **Talk to us**

   Discuss your complaint with us by calling 1300 650 540 or sending an email outlining your concerns to insure@ansvar.com.au and one of our team members will assist you. We will acknowledge receipt of your complaint within one business day. The team member will refer you to a manager if they are unable to resolve the matter for you. If you are not satisfied with the response, please go to step 2.

2. **Contact our service centre**

   You may request a review of your complaint by our Dispute Resolution Committee.

   Contact us on 1300 650 540, or by email: insure@ansvar.com.au or post: Ansvar Disputes Resolution GPO Box 1655, Melbourne, Victoria 3001. Our service team will contact you if they require further information and they will provide you with an outcome within 30 calendar days of us receiving notice of the complaint. Please ensure you provide us with your preferred contact details.

3. **Refer for external dispute resolution**

   If we are unable to resolve your complaint you may seek advice from the Australian Financial Complaints Authority (AFCA).

   Website: afca.org.au
   Phone: 1800 931 678 (free call)

RETENTION OF DOCUMENTS

IMPORTANT: a special note relating to record keeping.

Incidents which may be claimable under the policy sometimes only come to light after a long period of time, in some cases many years.

The long-term security of relevant documents including your Risk Management Procedures, any employment records and your Liability Insurance policy and endorsements and the certificate of Insurance can be of crucial importance should allegations arise in future years. All such documents should be securely retained for many years to ensure that they are available in the event of any allegations arising. (We recommend a period of 50 years).

The individuals mentioned in the documents should be notified that information about them may be held for a long period of time as part of a client protection risk management programme. This may be best handled by use of a general statement in employment contracts and your published customer information literature.

In addition, storage provisions for all such documents should be arranged in the event the organisation ceases operations. Generally acceptable methods of storage in these circumstances would be at the office of a solicitor, accountant or at a professional secure storage company.

SIGNIFICANT FEATURES AND BENEFITS

Cover is available under this insurance policy for events happening during the period of insurance, and on payment of the appropriate premiums and up to the limits of liability which are shown in the policy and the certificate of insurance and any endorsements we issue.

The cover provided under the policy is summarised below but it is a summary only of the type of cover available and does not form part of the terms of your insurance.

You need to read the full terms and conditions contained in this document to make sure this insurance matches your needs and expectations.

COVER AVAILABLE	SUMMARY OF COVER
General Public and Products Liability Insurance	This ***policy*** covers ***you*** for ***your*** legal liability (including legal liability arising out of ***your products***) to pay ***compensation*** for ***property damage***, ***personal injury*** (occurring to a third party, other than an ***employee***) or ***advertising injury*** caused by an ***occurrence*** happening in connection with ***your operations*** during the ***period of insurance***. A number of optional extensions are also provided.

TERRORISM

This policy excludes cover as a result of terrorism.

In the event that bodily injury occurs and is linked to an event declared a terrorism incident by the responsible Government Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the *Terrorism and Cyclone Insurance Act 2003* (Cth), including any subsequent amendment, re-enactment, replacement or successor legislation, and any regulations made there under.

A more detailed explanation of the operation of the *Terrorism and Cyclone Insurance Act 2003* (Cth) can be obtained at www.arpc.gov.au.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984*. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

YOUR PRIVACY

Ansvar places the highest priority on protecting the privacy of your personal information.

Why we collect personal information

The information we collect is used to assist us to provide our products and services, including to process and settle claims; to manage our relationship with you; and to meet our legislative obligations as an insurer.

If you do not provide the personal information we require, we may not be able to provide you with our products and services.

How we collect personal information

Information is generally collected from you or your insurance broker when you are applying for or enquiring about our insurance products, or when making a claim. We may also collect your personal information from people who are involved in a claim, or assist us in investigating or processing claims.

Who we disclose your personal information to

At times we rely on third party suppliers (agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities. They are bound by confidentiality agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the *Privacy Act 1988* (Cth) and the General Insurance Code of Practice.

We are unlikely to provide your personal information to overseas recipients.

The Policy: General Public & Products Liability Insurance

The contract between you and Ansvar Insurance

In consideration of payment of your premium, we will insure you under this policy, as shown in your certificate of insurance. Your insurance commences from the time we accept your proposal or variation and premium and concludes at 4.00pm local standard time on the dates shown in the certificate of insurance.

If the terms of this policy are not observed, cover may be reduced or cancelled to the extent that the non-compliance prejudices our interests.

Definitions applicable to the policy

Certain words and phrases that appear in this ***policy*** in bold have special meanings as set out below.

Where used in this ***policy***:

Act of Parliament shall mean any Act of the Parliament of the Commonwealth of Australia or of any State or Territories of Australia, including any subordinate or delegated legislation or regulation made under and any amendment, consolidation or re-enactment of any of those Acts.

advertising injury means:

- libel, slander, defamation; or
- infringement of any patent, copyright, title, logo, slogan, design, or trademark; or
- unfair competition, misappropriation of advertising ideas, passing off or style of doing business; or
- any breach of the misleading or deceptive conduct provisions of the *Competition and Consumer Act 2012* (Cth) or any Fair Trading or similar legislation; or
- invasion of privacy

committed or alleged to have been committed during the ***period of insurance*** in any advertisement, publicity, broadcast, telecast, electronic mail, internet, or exhibit and arising out of ***your*** advertising or promotional activities or any activities conducted on ***your*** behalf in the course of advertising or promoting ***your products***, goods or services.

aggregate limit of liability means the amount shown in the ***policy schedule*** which is the maximum amount of ***compensation we*** will pay for all ***occurrences*** in any ***period of insurance*** or other period indicated.

aircraft means any vessel, craft or thing made or intended to fly, glide or move in or through the atmosphere or space, or over water, and includes hovercraft.

asbestos means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any ***asbestos***, asbestos fibres or any derivatives of asbestos.

certificate of insurance means the ***certificate of insurance*** attaching to this wording or any ***certificate of insurance*** subsequently issued during the ***period of insurance***.

claim means any writ, summons, application, or other originating legal or written demand or arbitral proceedings, cross claim or counter-claim alleging any liability from an ***occurrence*** issued against and served upon ***you*** or any ***official*** who is entitled to indemnity under this ***policy***.

Client Protection Policy means ***your*** written policy for the prevention, reporting and investigation of injury to ***your*** clients including ***sexual abuse*** in ***your operations***.

committee means any committee established by ***you***, for the internal running of ***your operations***, including any auxiliary committee, foundation, trust (other than a superannuation trust), or fundraising committee, or disciplinary, examining or research body or committee, or sporting or social club committee.

compensation means monies paid or agreed to be paid (including damages) by judgment, award or settlement (including all legal costs and interest and all other costs, expenses and charges recoverable from ***you***) for any ***claims*** covered by this ***policy***.

counselling services means the giving or provision of counselling or advice, to a client in connection with ***your operations***.

defence costs means all reasonable costs and expenses (other than regular or overtime wages, salaries or fees of any ***official*** or ***employee***) incurred by ***us*** or by ***you*** with ***our*** prior written consent (such consent not to be unreasonably withheld), including costs incurred by ***us*** or by ***you*** for legal representation in defending, investigating, attending or monitoring any ***claim*** or proceedings, ***official*** investigations, examinations, inquiries and the like, or for any subsequent appeals, together with all reasonable costs of bringing such appeals.

discrimination means any actual or alleged breach of the *Age Discrimination Act 2004* (Cth) or any other State or Federal discrimination law.

employee means any person who is under a contract of service or apprenticeship:

- with ***you***; or
- with another employer but seconded to work for ***you***; or
- with ***you*** under a work experience scheme; or
- is deemed under workers ***compensation*** legislation to be in ***your*** employ.

excess means the amount ***you*** must contribute towards each and every ***claim*** under this ***policy*** and is shown in the ***certificate of insurance*** or any endorsement.

foster care shall mean services to children who cannot live with their birth families where a child is placed in the home of a foster carer or kinship carer or in a voluntary care arrangement.

geographic limits means anywhere in the World subject to exclusion 11.

Infectious Diseases means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) The substance or agent includes but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, where deemed living or not and

b) The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

c) The disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

limit of liability means the amount shown in the ***certificate of insurance*** which is the maximum amount ***we*** will pay for any one ***claim***.

location(s) means the place(s) where ***you*** carry out ***your operations*** as stated in the ***certificate of insurance***.

medical practitioner means an individual who:

- is defined as a Medical Practitioner under the ***National Law*** or regulations made under the ***National Law***; and
- is registered under the ***National Law*** to practice that profession.

National Law means the Health Practitioner Regulation National Law established under the *Health Practitioner Regulation National Law Act 2009* (as amended or replaced) or equivalent legislation enacted in any state or territory of Australia.

occurrence means an event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in ***personal injury*** or ***property damage*** or ***advertising injury*** neither expected nor intended from ***your*** standpoint. All ***personal injury*** or ***property damage*** attributable to one source or original cause shall be deemed to be the result of one ***occurrence***. All ***advertising injury*** arising out of the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used or the number of claimants, shall be deemed to be the result of one ***occurrence***.

official means any past, present or future director, trustee, office bearer, executive, ***committee*** member or manager of ***yours*** or other person elected by ***you*** to represent ***your*** organisation and act on behalf of ***your*** governing body in directing, managing or supervising ***your operations***. ***Official*** does not include a liquidator, external auditor, receiver, receiver and manager, ***official*** manager, administrator, registrar, trustee or person administering a compromise or scheme of arrangement of the ***operations*** or any ***employee*** of such person.

operations means the ***operations***, activities or services specified in the ***certificate of insurance*** and includes:

- the organisation by ***you*** of working bees;
- the provision by ***you*** or on ***your*** behalf of fire and security services maintained only for the protection of ***your locations*** and property belonging to ***you*** or for which ***you*** are responsible;
- the provision by ***you*** of catering and first aid services for ***your officials***, ***employees***, ***volunteers***, ***residents*** in ***your*** care and/or visitors;
- any activities involving parents or ***residents committees*** and/or similar support groups for ***your*** benefit;
- the ownership and/or occupation of ***location(s)*** used solely in connection with the activities and services specified in the ***certificate of insurance***;
- the repair or maintenance of commercial ***location(s)*** belonging to ***you*** or for which ***you*** are responsible;
- any incidental work undertaken for ***your*** benefit or the benefit of any organisation or entity specified in the definition of ***you***, by ***your employees***, ***volunteers*** or ***officials***;
- any other activities or services ***we*** have specifically agreed in writing.

Out-of-home-care (OoHC) means a temporary, medium or long-term living arrangement for individuals unable to live in their birth family home for whatever reason including ***foster care*** arrangements and accommodation facilities for residential care, secure welfare or crisis care. ***Out-of-home-care*** does not mean licensed residential aged care or retirement living facilities or licensed residential disability accommodation but strictly only in circumstances where staffed around the clock by multiple, professional, qualified carers operating on a 24/7 roster with an appropriate supervisory regime.

penalty shall mean any monetary sum payable by ***you*** and required by an order of a court of competent jurisdiction, to any regulatory authority pursuant to any ***Act of Parliament*** but excluding:

- any amounts payable as ***compensation***;
- any compliance, remedial, reparation or restitution costs;
- any amounts payable for income tax, customs duties, excise duty, stamp duty, sales tax or any other State or Federal tax or duty;
- any exemplary or punitive damages;
- liabilities that are not insurable at law;
- any legal and other costs directly attributed to the penalties levied on ***you***; and
- any consequential or economic loss.

period of insurance means the time and date cover under this ***policy*** starts to the time and date cover under this ***policy*** expires as shown in the ***policy schedule***.

personal injury means:

- bodily injury (which expression includes death, disease or illness), disability, shock, fright, mental anguish or mental injury);
- assault or battery committed by ***you*** or at ***your*** direction but only when reasonably necessary for the purpose of preventing or eliminating danger to persons or property;
- the publication or utterance of defamatory or disparaging material, after the commencement of this ***policy***;
- wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;
- invasion of privacy;

- false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation.

policy means this contract of insurance entered into between ***you*** and ***us***.

pollutants means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant of any type whatsoever including but not limited to smoke, vapour, soot, acids, alkalis, chemicals, fumes, radioactivity from nuclear material or any other toxic or harmful waste (waste includes material to be recycled, reconditioned or reclaimed).

product(s) means anything (after it has ceased to be in ***your*** physical custody or control) which is or is deemed by law to have been manufactured, constructed, grown, extracted, produced, processed, assembled, altered, imported or exported, sold, supplied, distributed, installed, erected, serviced, repaired, or treated by ***you*** in the course of ***your operations*** (including ***your*** predecessors in the ***operations*** for which ***you*** are responsible) and includes:

- the labels, packaging and containers of any product;
- the design, formula or specification of any product;
- directions, markings, instructions, warnings or advice given or omitted to be given in connection with any product.

property damage means:

- physical loss of or damage to tangible property including loss of use resulting therefrom;
- loss of use of tangible property which has not been damaged or destroyed where such loss of use is caused by an ***occurrence*** not excluded by the ***policy***, happening during the ***period of insurance***.

registered health professional means a person who:

a) is defined as a ***registered health professional*** under the ***National Law*** or regulations made under ***National Law***; and
b) is registered under ***National Law*** to practice that profession.

senior counsel means a barrister in active practice who is entitled to use the post-nominals K.C. or S.C. in any one or more superior courts in Australia or New Zealand.

sexual abuse means any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

subsidiary means any organisation or other incorporated entity which by law is either directly or indirectly under ***your*** control and over which ***you*** exercise active management and whose accounts are consolidated with ***your*** accounts in accordance with the relevant accounting standard.

terrorism act means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- involves force or violence against one or more persons, or threat thereof; or
- involves ***damage*** to ***property*** or injuries to persons; or
- endangers life of persons other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic or ***computer system***.

tool of trade means in the case of a ***vehicle*** fitted with an item of mechanical, hydraulic and/or pneumatic plant, use of the plant for the purpose for which the item was designed, devised or constructed and not being use of the ***vehicle*** solely as a mode of conveyance.

vehicle means any type of machine on wheels or on self-laid tracks including trains made or intended to be propelled other than by manual or animal power and any trailer intended to be drawn by such machine. ***Vehicle*** does not mean mowers, garden implements and mobility aids.

volunteer means any person who is engaged by ***you*** to work or to provide services to ***you*** or on ***your*** behalf for ***your*** benefit in the carrying out of ***your operations*** and who receives no remuneration or ***compensation*** in money or any other benefit for carrying out their duties for ***you***.

watercraft means any vessel, craft or thing made or intended to float on or in or travel on or through water.

we, **us**, **our** means Ansvar Insurance Limited ABN 21 007 216 506 AFS Licence No 237826.

wrongful act means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, failure to act, breach of warranty of authority or other act wrongly committed or attempted by ***you*** in the discharge of ***your*** duties or any liability asserted against ***you*** while acting in the course of ***your*** duties in ***your*** individual or collective capacities.

you, **your**, **yours** means:

1. the persons, entities or organisations named as the insured in the ***certificate of insurance***
2. all ***subsidiaries*** of the insured designated in 1, both existing at the commencement date of the ***period of insurance*** and disclosed to ***us*** at the time of entering into the ***policy***;
3. any new ***subsidiary*** of the insured designated in 1 above acquired or created by ***you*** during the ***period of insurance*** through consolidation, merger or purchase of its assets or shares or in respect of which ***you*** assume effective control during the ***period of insurance*** provided:
   - 3.1 such company, organisation or entity is carrying on substantially the same ***operations*** as the insured designated in 1 above;
   - 3.2 such acquisition or assumption of control increasing the assets under management of the insured designated in 1 above by more than 10% is reported to ***us*** within 90 days after it is effected; and
   - 3.3 ***we*** confirm continuation of cover for such new ***subsidiary*** company, organisation or entity by endorsement of this ***policy***.

4. the ***officials***, ***employees*** and ***volunteers*** of the insured designated in 1, 2 or 3 above but only whilst acting within the scope of their duties in such capacity;
5. any ***official***, ***member*** or ***volunteer*** of:

   5.1 social and sporting clubs;

   5.2 canteen and welfare organisations;

   5.3 first aid, fire and security services;

   5.4 ***residents*** associations; or

   5.5 ***committee***,

   which is incidental to ***your operations***, formed with the consent of and operating under the control and supervision of the insured designated in 1, 2 or 3 above but only whilst such ***official***, member or ***volunteer*** is performing duties or activities in connection with such clubs, organisations, services, ***committees*** or associations.
6. every principal in respect of the liability of such principal arising out of the performance of the insured designated in 1, 2, or 3 of this clause of any contract or agreement for the performance of work for such principal, but limited to the scope of the work required by the contract or agreement and subject always to the extent of coverage as provided by this ***policy***.
7. any ***permanent resident*** of an aged care facility owned or managed by an insured designated in 1,2 or 3 above, but only if they do not have a separate insurance ***policy*** covering their liability for any ***personal injury*** or ***property damage*** caused by them other than fire ***damage*** to the aged care facilities.
8. the ***committee*** and ***members*** for the time being of an unincorporated association named in the ***certificate of insurance***.

Conditions applicable to the policy

The following conditions apply to this ***policy***.

ADDITIONAL PARTIES

Where this ***policy*** insures more than one party, legal entity or person, it shall apply to each party in the same manner as if a separate ***policy*** had been issued to each of them, provided that, in so doing, ***our limit of liability*** or the sum insured shown in the ***certificate of insurance*** in respect of any one event or ***claim*** (and any ***aggregate limit of liability*** that may be applicable) for the ***period of insurance*** shall not be increased.

Any:

- failure by one party to comply with the duty of disclosure under Section 21 of the *Insurance Contracts Act 1984* (Cth), which is set out in the Product Disclosure Statement; or
- failure by one party to comply with any obligation under this ***policy***; or
- misrepresentation by one party to ***us*** before this ***policy*** commences; or
- dishonest, fraudulent, criminal or malicious conduct by one party,

shall not prejudice the right of the remaining party or parties to indemnity under this ***policy*** provided that such remaining party or parties did not have prior knowledge of any such failure, non-compliance, misrepresentation and/or conduct and shall, as soon as practicable after becoming aware of any such failure, non-compliance, misrepresentation and/or conduct advise ***us*** in writing of all relevant circumstances.

We agree to waive all rights of subrogation or action which ***we*** may be entitled to against any party to whom cover under this ***policy*** extends.

ADJUSTMENT OF PREMIUM

Where cover under any section of this ***policy*** is arranged on an adjustable basis, ***you*** must keep accurate records and make declarations to ***us*** so that the necessary adjustment of premium may be applied, subject to ***us*** retaining ***our*** minimum premium.

ALLOCATION OF COSTS

In the event of a ***liability claim*** for which the ***limit of liability*** under this ***policy*** is insufficient or which is only partly covered by this ***policy***, ***we*** will use ***our*** best efforts to ensure a fair and proper allocation of the ***claim*** and ***defence costs*** between insured and uninsured portions.

AUTHORISATION CLAUSE

The person***(s)*** authorised to accept this ***policy*** of insurance on behalf of ***you*** and ***your officials*** and other persons or entities insured by this ***policy***, agrees to act on their behalf with respect to the giving and receiving of any notice of cancellation, the payment of premiums, the receiving of any return premiums that may become due and the acceptance of endorsements or other notices.

CANCELLATION

You may cancel this ***policy*** at any time by notifying ***us*** in writing. ***You*** may be required to pay a cancellation fee if ***you*** cancel this ***policy*** mid- term, unless cancellation occurs within 21 days of its commencement.

We can cancel this ***policy*** in accordance with the *Insurance Contracts Act 1984* (Cth). ***We*** will be entitled to retain premium for the period during which this ***policy*** has been in force.

We may also retain any government taxes or duties ***we*** cannot recover.

In the event that ***you*** have made a ***claim*** under this ***policy*** and ***we*** have paid or agreed to pay any part of the ***claim*** under this ***policy***, no premium will be refunded.

CHANGES

You must tell ***us*** as soon as reasonably practicable of ***you*** becoming aware of any changes to ***your operations*** or ***products*** which significantly or materially affect the risk insured by this ***policy*** (including the unoccupancy of any building used in connection with ***your operations*** for more than 60 consecutive days).

We will advise ***you*** in writing if ***we*** agree to accept the material changes based on ***our*** business guidelines and ***you*** must agree to pay any additional premium ***we*** may require.

If ***you*** do not tell ***us*** of any material changes, or if ***we*** do not agree to accept the material changes, or if ***you*** do not pay ***us*** any additional premium ***we*** require, then in all such cases, ***we*** will not be liable to indemnify ***you*** for any liability to pay ***compensation***, caused by or contributed to by the material changes.

DEFENCE COSTS

We agree that in relation to any ***claim*** for which indemnity may be available under this ***policy***,

- where indemnity has been confirmed in writing by ***us***, based on ***our*** assessment of the ***claim*** or the findings from an independent review ***we*** may reasonably require, ***we*** will meet the ***defence costs*** as they are incurred;
- where indemnity has been confirmed in writing by ***us***, ***we*** after taking into consideration ***your*** interest and preference, retain the right to take over and conduct the defence and settlement of the ***claim***;
- where ***we*** have not confirmed indemnity and ***we*** elect to take over and conduct the defence or settlement of any ***claim*** while reserving ***our*** rights on indemnity under this ***policy***, ***we*** will pay reasonable ***defence costs*** to which ***we*** have consented as they are incurred;
- where ***we*** have not confirmed indemnity and ***we*** elect not to take over conduct of the defence or settlement of any ***claim***, ***we*** will pay reasonable ***defence costs*** which have been incurred at ***our*** direction.

Provided always that advancement of ***defence costs*** is at ***our*** discretion after taking into consideration ***your*** interest and preference, and

- in the event that the ***claim*** is withdrawn or that indemnity under this ***policy*** is subsequently withdrawn or denied, ***we*** shall cease to advance ***defence costs***; and
- ***we*** reserve the right to recover any ***defence costs*** paid by ***us*** under this ***policy*** from ***you*** or the insured person severally according to the respective interests, in the event and to

the extent that it is subsequently established by judgment or other final adjudication, that there was no entitlement to indemnity under this ***policy***.

ESTATE AND LEGAL REPRESENTATIVES

This ***policy*** will provide cover for the estate or legal representatives of any natural person insured under this ***policy*** in the event of their death or legal incapacity, to the extent to which such person would have been entitled to indemnity under this ***policy*** had such death or legal incapacity not occurred and provided always that such estate and legal representatives shall observe and be subject to all the terms of this ***policy*** so far as they can apply.

EXCESS

The ***excess*** payable by ***you*** in respect of each and every ***claim*** under this ***policy*** is shown in the ***certificate of insurance*** or any endorsement. The ***excess*** is the amount payable by ***you*** towards the cost of any covered ***claim*** for indemnity under this ***policy***. It does not form part of any ***limit of liability***.

The ***excess*** also applies to any amount expended by ***us*** for ***defence costs***.

Additional ***excesses*** may be payable for the following types of ***claims*** as detailed in the ***certificate of insurance***

- ***personal injury claims*** for contractors/subcontractors
- ***personal injury claims*** for ***volunteers***
- others as applied by ***us***.

GOODS AND SERVICES TAX

You must inform ***us*** of the extent to which ***you*** are entitled to an Input Tax Credit (ITC) for the premium each time that a ***claim*** is made under this ***policy***. No payment will be made to ***you*** for any GST liability that ***you*** may acquire on the settlement of a ***claim*** if ***you*** have not informed ***us*** of ***your*** entitlement or correct entitlement to an ITC.

Notwithstanding anything contained in this ***policy***, ***our*** liability in respect of a ***claim*** under this ***policy*** will be calculated taking into account any Input Tax Credit (ITC) to which ***you*** are entitled for any acquisition relevant to a ***claim***, or to which ***you*** would have been entitled if ***you*** were to have made the relevant acquisition.

If the ***limit of liability*** is not sufficient to cover ***your*** loss, ***we*** will only pay GST (less any relevant ITC) that relates to ***our*** proportion of ***your*** loss. ***We*** will pay the GST amount in addition to the ***limit of liability***, sub ***limit of liability*** or any sum insured.

For the purposes of this General condition, 'GST', 'ITC', 'acquisition' and 'supply' have the meaning given in the A New Tax System (Goods and Services Tax) Act (as amended or replaced).

HEADINGS

In this ***policy***, unless the context otherwise requires, headings are merely descriptive and not to aid interpretation.

GOVERNING LAW AND JURISDICTION

This ***policy*** shall be governed by and construed in accordance with the laws of Australia and the State or Territory where the ***policy*** was issued. Any dispute shall be resolved in accordance with the laws of Australia.

MONTHLY INSTALMENTS

You may pay ***your*** premium by monthly instalments direct from a financial institution or from ***your*** credit card. ***You*** should note that this may incur an additional cost. However, if any monthly instalment is dishonoured by ***your*** financial institution this ***policy*** may not operate. ***We*** may refuse to pay a ***claim*** in whole or in part if, at the date of a loss or ***claim***, any monthly instalment has remained unpaid for at least 14 days, unless ***we*** have agreed otherwise in writing.

If ***we*** settle ***your claim*** by paying the full ***limit of liability*** of this ***policy***, ***we*** will deduct any outstanding instalments from the amount ***we*** pay on ***your*** behalf.

Should the financial institution holding ***your*** account return or dishonour a direct debit payment due to lack of funds in ***your*** account, ***we*** will charge ***you*** for any direct or indirect costs which ***we*** incur arising from the payment being returned or dishonoured.

NON ACCUMULATION

Where a party insured under this ***policy*** is also entitled to indemnity under another insurance ***policy*** issued by ***us***, the respective limits of liability of the ***policies*** shall not be increased by virtue of the existence of such other insurances and, in the event of a ***claim*** arising, ***our*** maximum ***limit of liability*** shall be equivalent to the highest ***limit of liability*** under the respective ***policies***.

PRECAUTIONS BY YOU

You are required to take reasonable and practicable:

a) measures to ensure that ***your location***(s), not being used or occupied for extended periods of time, are maintained in a reasonable condition of upkeep;

b) precautions to prevent ***loss***, ***damage*** or injury to ***third parties***;

c) measures to comply with all statutory obligations, regulations and safety requirements imposed by any authority;

d) actions at ***your*** own expense to trace, recall or modify any of ***your products*** containing any defect or efficiency of which ***you*** have knowledge or have reason to suspect, including any such ***products*** subject to government or statutory ban.

SANCTIONS

We shall not be deemed to provide cover or be liable to pay any ***claim*** or provide any benefit hereunder to the extent that the provision of such cover, payment of such ***claim*** or provision of such benefit would expose ***us*** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, European Union, United Kingdom or United States of America.

SERVICE OF LEGAL PROCESS

You may effect service of any legal process on ***us*** in connection with this ***policy*** by delivering that process by hand or by post to the address for service stated in the ***certificate of insurance*** and such service shall be deemed to be personal service upon ***us***.

THIRD PARTY INTERESTS

You cannot transfer interests in this ***policy*** without ***our*** written consent.

All persons entitled to any benefit under this ***policy*** are bound by the terms of this ***policy***.

We insure those interests ***you*** notify to ***us*** when ***we*** issue cover or which are notified to ***us*** during the currency of this ***policy*** and which ***we*** agree to insure or which are imposed by law.

Claims conditions applicable to this policy

The following conditions (***claims*** conditions) apply to all sections of this ***policy***.

YOUR RESPONSIBILITY WHEN MAKING A CLAIM

Following any event which results in ***personal injury***, ***property damage*** or ***advertising injury***, and which may or is likely to give rise to a ***claim*** under this ***policy***, it is ***your*** responsibility to advise ***us*** by telephone, email, internet, letter or in person as soon as reasonably possible and promptly provide any information ***we*** request.

A ***claim*** form may be sent to ***you*** to provide the information ***we*** may require. ***You*** must complete and return this form as soon as reasonably practicable. Alternatively, ***we*** may appoint a loss adjuster, lawyer or investigator to make enquiries on ***our*** behalf and ***you*** must provide reasonable cooperation with any such appointee.

LETTERS OF DEMAND, OTHER PROCEEDINGS

You must as soon as reasonably practicable:

a) forward to ***us*** every letter of demand, writ, summons, or legal process of any description upon receipt or service thereof; and

b) inform ***us*** in writing of any prosecution, inquest or fatal accident inquiry of which ***you*** are given notice.

You are required at ***your*** expense:

- to take all reasonable steps to prevent or minimise any ***personal injury***, ***property damage***, or ***advertising injury*** or any other liability to pay ***compensation*** covered by this ***policy*** and to prevent further ***claims*** arising out of the same or similar conditions;
- to use ***your*** reasonable endeavours to preserve and make available for ***our*** testing and inspection any of ***your property***, ***products***, appliances, plant, machines, equipment, computers, files, notes, memoranda, or other ***documents*** or any other things which might prove necessary or useful by way of evidence in any way connected with any ***claim***; and
- so far as may be reasonably practicable, with due regard to safety, to permit no alteration or repair to any ***building***, fencing, machinery, furnishings, fittings, appliances or plant without ***our*** consent. Such consent shall not be unreasonably withheld.

In the event of a dispute between ***us*** and ***you***, or between ***us*** and any ***official*** about whether legal proceedings should be contested, a ***senior counsel*** (mutually agreed upon by ***us*** and ***you*** or the ***official*** or, in default of such agreement, selected by the chairperson or president of the local Bar Council) will be retained to advise on whether such proceedings should be contested. In formulating his or her advice, ***senior counsel*** shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely ***defence costs*** and the prospects of ***you*** or the ***official*** successfully defending the action.

The costs of such ***senior counsel***'s opinion shall, for the purpose of this section, be regarded as part of the ***defence costs***. In the event that counsel advises that, having regard to all the circumstances, the matter should not be contested but settled within certain limits which, in ***senior counsel***'s opinion, are reasonable, then ***you*** or the ***official*** shall not object to any such settlement and shall co-operate with ***us*** to effect such settlement in accordance with this ***policy***.

SETTLEMENT OF CLAIMS

We may take legal action in ***your*** name against any person, other than any person entitled to cover under this ***policy***, to recover any payment which ***we*** have made or may make to ***you*** or on ***your*** behalf under this ***policy*** whether or not ***we*** have fully indemnified ***you*** for the loss or damage which gave rise to the ***claim***. ***We*** will be entitled to conduct and settle any ***claim*** brought in ***your*** name. ***You*** must give ***us*** all information and assistance that ***we*** may require in conducting or settling any such ***claim***.

We shall be entitled to attend any inquest or fatal accident inquiry in respect of which there may arise any ***claim*** under this ***policy***.

If ***you*** refuse to consent to any settlement recommended by ***us*** and elect to contest or continue any legal proceedings in connection therewith, ***our*** liability for the ***claim*** shall not exceed the amount for which the ***claim*** could have been settled, less the applicable ***excess***, plus costs and expenses incurred with ***our*** prior consent up to the date of such refusal.

If at the time any ***claim*** arises under this ***policy***, there is other insurance in force covering the same liability, ***you*** must promptly notify ***us*** of the full details of such other insurance, including the identity of the insurer and the ***policy*** number, and such further information as ***we*** may reasonably require.

FRAUDULENT CLAIMS

As a protection for all insurance policyholders, ***we*** reserve the right to take legal action against any person who makes a fraudulent ***claim***.

Coverage: General Public & Products Liability Insurance

WHAT IS COVERED

We will cover **you** against **your** legal liability to pay **compensation** in respect of:

1. ***personal injury***; and/or
2. ***property damage***; and/or
3. ***advertising injury***,

happening within the ***geographic limits*** and caused by an ***occurrence*** in connection with ***your operations*** or ***your products*** during the ***period of insurance***.

The costs of any first aid rendered to persons who suffer ***personal injury***, at the time of an ***occurrence*** will also be covered.

WHAT IS NOT COVERED

We will not cover you under this policy, including under any Automatic Extension or Optional Extension, for any liability to pay compensation directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

1. Aircraft

1.1 the ownership, possession, manufacture, maintenance, repair, operation or use by ***you*** of any ***aircraft***;

1.2 the operation of any ***aircraft*** landing pad or strip, airfield or airport;

1.3 the use of ***your products*** with ***your*** knowledge:

1.3.1 as ***aircraft*** component parts used for maintaining an ***aircraft*** in flight or moving upon the ground;

1.3.2 for incorporation into the hull, controls or machinery of any ***aircraft***;

1.4 the fuelling or refuelling of any ***aircraft*** by ***you*** or on ***your*** behalf.

2. Advertising Injury

advertising injury caused by or resulting from:

2.1 any statements or publication, including those which are defamatory or malicious, made by ***you*** or at ***your*** direction with knowledge of the falsity thereof;

2.2 any mistake in the advertised price of ***your products*** or services;

2.3 any failure of ***your products*** or services to conform with advertised or represented performance, quality, fitness or durability;

2.4 any incorrect description of ***your products*** or services;

2.5 any deliberate breach of copyright, infringement of any trademark, service mark, or trade name on any of ***your products*** or services, including any passing off of ***your products*** or services as those of a third party;

2.6 any conduct, activity or failure to act by any insured organisation or entity whose principal business is advertising, broadcasting, publishing or telecasting;

2.7 any breach of contract, but this exclusion shall not apply to misappropriation of advertising ideas under an implied contractual term.

3. Asbestos

asbestos in whatever form or quantity but this exclusion shall not apply to any ***claim*** for ***personal injury*** or ***property damage*** which is unrelated to the inherently hazardous nature of ***asbestos***.

WHAT IS NOT COVERED (continued)

We will not cover **you** under this **policy** for any liability to pay **compensation** directly or indirectly caused by or contributed to by or resulting from or arising out or in connection with:

4. Building Demolitions or Construction Work

demolition or construction work (including additions or alterations to or erection of buildings), except demolition, construction, alterations and additions not exceeding 12 metres in height and/or not exceeding $500,000 or any other such amount specified in the ***policy schedule*** for the total cost of the job or project.

5. Contractual Liability

5.1 any liability or obligation assumed by ***you*** under any contract, warranty or agreement unless such liability or obligation;

a) would have attached to ***you*** in the absence of such contract, warranty or agreement;

b) arises under any written rental, lease or hiring agreements of real or personal property, other than with respect to any term or condition contained in such rental, lease or hiring agreement that requires ***you*** to insure such property;

c) arises under a warranty of fitness of ***your products*** implied by law;

d) arises under any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;

e) arises under any contract, warranty or agreement to indemnify or not to seek contribution, recovery or indemnity from a Statutory Authority, Government Agency or Government Department, provided the agreement relates to the provision of goods, services, facilities and/or funding relating to ***your operations***;

5.2 any liability or obligation assumed by ***you*** under any contract, warranty or agreement to indemnify or not to seek contribution, recovery or indemnity from a Statutory Authority, Government Agency or Government Department irrespective of any negligent acts, negligent failure to act or negligent defaults of the third party except where cover is provided under Optional Extension 4 of this ***policy*** and ***you*** paid any additional premium;

5.3 any liability or obligation assumed by ***you*** under any other contract, warranty or agreement not mentioned in 5.1e above unless specified in the ***certificate of insurance*** as having been agreed by ***us***.

6. Employer's Liability and Employment Practices

6.1 any ***personal injury*** to any ***employee*** in respect of which ***you***, or any other entity that falls within the definition of ***you***, are or would be entitled to indemnity under any ***policy*** of insurance, fund, scheme or self-insurance pursuant to or required by any legislation relating to workers ***compensation*** or accident ***compensation*** whether or not such ***policy***, fund, scheme or self-insurance has been effected;

6.2 any liability imposed by the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement;

6.3 any mental anguish suffered by any ***employee*** arising out of or in the course of his/her employment by ***you***;

6.4 any ***personal injury*** arising out of the harassment, libel, slander, defamation or humiliation of, victimisation of, or ***discrimination*** against, any ***employee*** whilst in ***your*** employment;

6.5 the hiring, promotion, alleged wrongful or unfair dismissal, misleading representation, or advertising, demotion of, or ***discrimination*** against an ***employee***.

7. Exclusion for Foster Care and Other Out-of-home Care Programs

Physical or ***sexual abuse*** or general neglect or denial of opportunity regarding the physical, emotional, mental and educational development of any person in ***your foster care*** or other ***out-of-home-care*** programs by whatever name they may be known.

8. Exports to and Goods Manufactured in the United States of America and/or Canada your products if they are:

8.1 manufactured, constructed, installed, erected, assembled, maintained, amended, enhanced, altered or otherwise processed, serviced, repaired or treated by ***you*** in the United States of America and/or Canada; or

8.2 sold, supplied or distributed in the United States of America and/or Canada;

provided that exclusion 8.2 shall not apply to any ***claims*** in connection with ***your products*** exported to the United States of America and/or Canada without ***your*** knowledge.

WHAT IS NOT COVERED (continued)

We will not cover **you** under this **policy** for any liability to pay **compensation** directly or indirectly caused by or contributed to by or resulting from or arising out or in connection with:

9. Faulty Workmanship

9.1 the performing, completing, correcting, modification, repairing, re-doing, replacing, reinstallation or improving of any work or service undertaken by ***you*** or on ***your*** behalf. This exclusion shall not apply to liability to pay ***compensation*** for damage to other property resulting from such work or service;

9.2 the adjustment, disposal, repair, reconditioning, removal or replacement of ***your products*** or in making any refund on the price paid for any of ***your products***.

10. Fines and Penalties

any fines, penalties, punitive, exemplary, aggravated, liquidated or multiplication of compensatory damages, taxes, levies, imposts or duties imposed by a court of law or under any statute, regulation or other legislation except to the extent that cover is provided under Automatic Extension 2 of this ***policy***.

11. Geographic Limits

11.1 any ***claim*** made and/or legal action or proceeding instituted within the United States of America and/or Canada or any other territory coming within the jurisdiction of the courts of the United States of America and/or Canada;

11.2 any ***claim*** made and/or legal action or proceeding to which the laws of the United States of America and/or Canada apply;

11.3 any ***claim*** made and/or legal action or proceeding instigated within any country, state or territory outside Australia that require insurance to be arranged or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance.

Provided that exclusion 11.1 and 11.2 shall not apply to any ***claim(s)*** in connection with ***your products*** exported to the United States of America and/or Canada without ***your*** knowledge.

Provided that these exclusions 11.1, 11.2 and 11.3 shall not apply to such ***claim*** and/or legal action or proceeding arising from the temporary presence outside Australia of any person who is not performing any manual or supervisory work whatsoever whilst in the United States of America and/or Canada or any other territory coming within the jurisdiction of the courts of the United States of America and/or Canada.

12. High Risk Activities

any of ***your operations*** or any other activities organised by ***you*** which involve any of the following: motor races, motor rallies, motor speed tests, motocross, trail bikes, dune buggies, quad bikes, go karts, mountain biking, horse / pony riding, canyoning, caving, rifle/firearms, paintball, skirmish and other forms of shooting, hang gliding, parachuting, para gliding, hot air ballooning, aerial activities, white water canoeing/kayaking/ rafting (above class 2 rapids), water sports with power boards or water skiing, scuba diving, vertical and horizontal bungee jumping, gladiator games, abseiling, rock climbing, high ropes courses, trapeze, zip-lines, rock walls, martial arts, boxing, amusement arcades, parks or rides, commercial fairgrounds, bouncy/jumping castles and/or use of any other inflatable device, trampolining, fireworks or fire walking.

Provided that this exclusion 12 shall not apply to such of the above activities that ***we*** have agreed by endorsement to this ***policy*** to cover subject always to the terms and conditions of the endorsement and the terms, conditions and exclusions of this ***policy*** and to the ***limit of liability*** specified in the ***certificate of insurance***.

13. High Hazard Products

any of ***your products*** that are:

13.1 veterinary ***products*** which are required to be prescribed and administered by a qualified veterinarian;

13.2 fire works, ammunition, fuses, cartridges, gun powder, nitroglycerin or any explosives other than the sale or supply of fertiliser, fuel, or ammonium nitrate provided it is incidental to ***your*** main operation;

13.3 medicines which are required to be prescribed by a registered ***medical practitioner***;

13.4 herbicides, insecticides, defoliants or stock feed;

13.5 tobacco;

13.6 blood and/or blood components as defined within the *Therapeutic Goods Act 1989* (Cth);

13.7 second-hand electrical goods unless appropriately tested and certified as complying with any applicable legislation, regulations or standards.

WHAT IS NOT COVERED (continued)

We will not cover **you** under this **policy** for any liability to pay **compensation** directly or indirectly caused by or contributed to by or resulting from or arising out or in connection with:

14. High Hazard Operations

any of ***your operations*** that involve:

14.1 the manufacture, storage, filling, breaking down or transport of fireworks, ammunition, fuses, cartridges, gun

14.2 powder, nitroglycerine or any explosives unless purely incidental to ***your*** main ***operations***;

14.3 the manufacture, storage, filling, breaking down or transport of gases and/or air under pressure in containers, other than the storage and transport of:

- butane or other cooking gases when contained in low pressure containers; and
- medical gases used in health care facilities or by organizations that provide assisted living care subject to the storage and transport of medical gases being compliant with Australian safety standards.

14.4 the manufacture, importing or exporting of ***vehicles***.

15. Information Technology, Electronic Data and Cyber Exclusion

15.1 ***your*** use or design of ***computer systems*** or programs but this exclusion shall not apply to liability to pay ***compensation*** arising out of:

a. ***your*** normal everyday use of the internet for email, intranet and associated activity;

b. any material on ***your*** website in support of ***your products*** or services;

15.2 any damage to any ***computer system***,***electronic data***, programs or storage media involving the use or provision by ***you*** or on ***your*** behalf of:

i. any computer hardware or software;

ii. any computer or telecommunications services;

15.3 any computer hardware or software of any third party, whether authorised or unauthorised, including any damage caused by any computer virus.

15.4 any unauthorised, malicious or criminal act which results in the access to or disclosure of any individual person's or organisations confidential or personal information, including any trade secrets, processing methods, customer lists or information, financial information, credit card information, health, medical or clinical information or any other type of information that is not publicly available;

15.5 any partial or total unavailability, threat or hoax thereof, corruption, error or omission, loss of use or misuse of, failure, destruction, theft or inability to access, process, use or operate any ***computer system*** or ***electronic data***;

Provided that this exclusion shall not apply to ***bodily injury*** or ***damage to property*** arising out of the circumstances described in 15.4 and 15.5 above.

For the purposes of this exclusion only:

a) **computer system** means any computer, hardware, software, communication system, electronic device (including but not limited to, any smart phone, laptop, tablet or wearable device), firmware, server, cloud and the data stored thereon, as well as associated input, output or data storage devices, networking equipment of back up facility.

b) **electronic data** means facts, concepts, information, code or any other information of any kind that is recorded, converted or transmitted in a form to be used, accessed, processed, transmitted or stored by a ***computer system***.

c) **bodily injury** means death, physical bodily injury, sickness or disease sustained by a person. ***Bodily Injury*** does not include mental impairment, mental injury, mental anguish, mental illness, shock, fright, loss of consortium, humiliation, ***discrimination***, defamation or any injury arising out of invasion of privacy or breach of confidentiality.

d) **damage to property** means loss of, physical damage to or destruction of tangible property including the loss of use resulting therefrom. Tangible property does not include ***electronic data***.

WHAT IS NOT COVERED (continued)

We will not cover **you** under this **policy** for any liability to pay **compensation** directly or indirectly caused by or contributed to by or resulting from or arising out or in connection with:

16 Infectious Diseases

16.1 Highly pathogenic avian influenza in humans; or

16.2 Any disease***(s)*** determined to be a listed human disease pursuant to subsection 42(1) of the *Biosecurity Act 2015* (Cth), or any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia, including delegated legislation; or

16.3 Any pandemic or epidemic, as declared as such by the World Health Organisation; or

16.4 Any mutation of the diseases described in 16.1 to 16.3 inclusive.

Including any fear or threat thereof (whether actual or perceived) or action taken by a competent public authority in controlling, preventing or suppressing such disease.

17. Intentional Acts, Improper Benefit

17.1 any intentional or wilful act or failure to act, or any fraudulent or dishonest act by ***you***, ***your officials***, ***employees*** and ***volunteers*** except as where specifically provided for; or

17.2 any ***official*** having improperly benefited from ***securities*** transactions as a result of information that was not available to other sellers and/or purchasers of such ***securities***; or

17.3 any ***official*** having gained any personal advantage to which he/she was not legally entitled;

provided this exclusion shall only apply to the extent that the ***officials*** relevant conduct has been established by a judgment or other final adjudication, and the act was conducted with ***your*** knowledge, approval and consent.

18. Loss of Use

Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

18.1 a delay in or lack of performance by ***you*** or on ***your*** behalf of any contract or agreement;

18.2 the failure of ***your products*** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by ***you***;

provided that this exclusion 18.2 shall not apply to the loss of use of other tangible property resulting from the sudden, unexpected and unintended physical damage to or destruction of ***your products*** after such ***products*** have been put to use by any person or organisation other than ***you***.

19. Nuclear

19.1 ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. For the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;

19.2 nuclear weapons materials.

20. Pollution

20.1 the discharge, dispersal, release, seepage, migration or escape of ***pollutants*** into or upon land, the atmosphere, or any water course or body of water;

20.2 the removal, nullification or cleaning up of ***pollutants***;

20.3 the prevention of the escape of ***pollutants***.

provided that these exclusions shall not apply to liability to pay ***compensation*** which arises from a sudden, identifiable, unintended and unexpected event referred to in 20.1, 20.2 or 20.3 which takes place in its entirety at a specific time and place within one ***period of insurance*** outside the United States of America and/or Canada.

21. Product Defect

property damage to ***your products*** if the damage is directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

21.1 any defect contained within ***your products***;

21.2 ***your products***' harmful nature or unsuitability for intended purpose;

21.3 ***your products***' inherent ineffectiveness;

provided that this Exclusion shall not apply to any resultant damage to third party goods caused by ***your products*** that are found to be defective, harmful, unsuitable or ineffective.

WHAT IS NOT COVERED (continued)

We will not cover **you** under this **policy** for any liability to pay **compensation** directly or indirectly caused by or contributed to by or resulting from or arising out or in connection with:

22. Product Recall

the withdrawal, recall, inspection, repair, replacement or loss of use of ***your products*** or any property of which they form a part, if such ***products*** or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous conditions in them.

23. Professional Liability

the rendering of or failure to render professional advice or service by ***you*** or on ***your*** behalf or any error or failure to act connected therewith;

Provided that this exclusion shall not apply to:

a) first aid services provided in connection with ***your operations***, by any person employed by ***you***, not being a ***registered health professional*** or ***medical practitioner***; or

b) the extent that cover is provided under Automatic Extension 1 Counselling Services of this ***policy***.

24. Property in Physical or Legal Control

any ***property damage*** to:

24.1 property owned by ***you***;

24.2 property undergoing any process or being worked on by ***you***; or;

24.3 property in ***your*** physical or legal control.

Provided that this exclusion shall not apply to ***property damage*** to:

a) leased or rented ***location(s)*** (including fixtures and fittings) not owned by ***you***;

b) ***location(s)*** at which ***you*** are undertaking work in connection with ***your operations*** and the content of such ***location(s)*** which are in ***your*** physical or legal control;

c) ***vehicles*** (including spare parts and accessories thereon) not belonging to or used by ***you*** in connection with ***your operations*** whilst within a car park belonging to or under ***your*** control, provided the car park is not used for any commercially operated carpark where a fee is charged or motor trade purposes;

d) property belonging to any persons authorised to be on ***your location(s)*** for the ***limit of liability*** as specified in ***your certificate of insurance***;

e) any other property not mentioned in clauses a. to d. above which is in ***your*** physical or legal control and in which case ***our limit of liability*** for any one ***claim*** arising from any one ***occurrence*** and in the aggregate for all such ***claims*** in any one ***period of insurance*** will be limited to $250,000 or any other such amount specified in ***your certificate of insurance***.

25. Public Demonstrations, Rallies or Protests

property damage and/or ***personal injury*** caused by participants in any public demonstration, rally, riot, strike, civil commotion or protest organised or attended by ***you***.

26. Sexual Abuse

any actual or alleged ***sexual abuse***, except where cover is provided under Optional Extension 1 of this ***policy*** and ***you*** have paid the required additional premium.

27. Specific Medical/Dental Procedures

27.1 the performance of any tracheostomy, provided this exclusion shall not apply to the activities associated with tracheostomy care;

27.2 the provision of general anaesthesia;

27.3 the performance or recommendation of any operation to produce sterility, unless pathologically indicated;

27.4 the use of drugs for weight reduction; or

27.5 the performance by dentists and dental surgeons of any procedure carried out under general anaesthetic.

28. Terrorism

means any ***terrorism act***, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or any way relating to a terrorism act.

WHAT IS NOT COVERED (continued)

We will not cover **you** under this **policy** for any liability to pay **compensation** directly or indirectly caused by or contributed to by or resulting from or arising out or in connection with:

29. Vehicles

the ownership, possession, maintenance, operation or use by ***you*** of any ***vehicle***:

29. 1 which is registered or required to be registered by virtue of any legislation (whether or not such registration has been effected or renewed); or

29.2 in respect of which compulsory statutory liability or accident ***compensation*** indemnity insurance is required by virtue of any legislation (whether or not such insurance has been effected or renewed or its terms and conditions complied with);

provided always that these exclusions shall not apply to:

a) liability for ***personal injury*** where such compulsory statutory liability or accident ***compensation*** indemnity insurance scheme:
   i. does not indemnify ***you*** for such liability;
   ii. does not provide indemnity for such liability for reasons that do not involve a breach by ***you*** of the relevant legislation or ***your*** failure to lodge a ***claim*** against the particular scheme;

b) liability arising out of the loading or unloading of goods to or from a ***vehicle***;

c) use of a ***vehicle*** as a tool of trade;

d) liability which attaches to ***you*** by reason of the operation or use of a ***vehicle*** belonging to ***you*** by any person without ***your*** consent and for which ***you*** have no indemnity under any other ***policy*** of insurance;

e) for ***property damage*** arising out of the movement by ***you*** of any ***vehicle*** not belonging to ***you*** which is interfering with access to or from ***your location*** or any site where ***you*** are carrying out work.

30. Watercraft

the ownership, possession, manufacture, maintenance, repair, operation or use by ***you*** of any ***watercraft***, other than ***your*** liability arising out of the use of:

30.1 ***watercraft*** operated and owned by others and used by ***you*** for business entertainment; and

30.2 yachts, pleasure-craft and non-motorised ***watercraft*** provided they do not carry passengers for hire or reward.

31. War, Confiscation

31.1 war, civil war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), mutiny, rebellion, revolution, insurrection, uprising, military or usurped power;

31.2 confiscation, lawful seizure, nationalisation, requisition of, or damage to, property by or under the order of any public or local authority or government de jure or de facto, martial law.

HOW MUCH WE WILL PAY

Limit of Liability

Except where ***we*** agree otherwise in writing, the cover ***we*** provide under this ***policy*** shall not exceed the applicable ***limit of liability*** shown in the ***policy*** or in the ***certificate of insurance*** any endorsement for any one ***occurrence***.

For legal liability arising out of ***your products***, Automatic Extensions and Optional Extensions, the maximum ***we*** will pay in respect of any one ***claim*** or series of ***claims*** arising out of any one ***occurrence*** and in the aggregate for all such ***claims*** during any one ***period of insurance*** is the ***limit of liability*** specified in the ***policy*** or in the ***certificate of insurance***.

Additional Payments

We will make the following additional payments in addition to the ***limit of liability*** or any sub ***limit of liability*** applicable under this ***policy***:

1. All reasonable ***defence costs*** incurred with ***our*** prior consent even if any of the allegations of such ***claim*** or suit is groundless, false or fraudulent. Such costs may include but are not limited to:
   1.1. the legal costs incurred by ***you*** with ***our*** consent for representation at any Coronial Inquiry, any proceedings in any court or tribunal, any Royal Commission or Government Inquiry arising out of any alleged breach of statutory duty, or other similar judicial inquiry into circumstances relating to any ***occurrence***, ***claim*** or potential ***claim*** which would be the subject of indemnity under this insurance.
   1.2. loss of salaries or wages net of taxable income because of ***your*** attendance at hearings or trials at ***our*** request, subject to such loss not be recoverable from any other source.
2. All expenses incurred by ***you*** for emergency first aid rendered to third parties at the time of an ***occurrence*** covered by this ***policy***.
3. The expenses incurred by ***you*** associated with purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which ***you*** must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority required to avoid further injury or damage as a result of an ***occurrence*** covered by this ***policy***.

Provided always that:

- where the amount required to settle a ***claim*** exceeds the ***limit of liability*** or applicable sub ***limit of liability***, ***our*** liability to make the Additional payments will be limited to that proportion of the Additional payments as the ***limit of liability*** or sub ***limit of liability*** bears to the amount required to settle the ***claim***;
- the additional payments made in connection with ***claims*** and/or actions instituted against ***you*** in the United States of America and/or Canada or to which the laws of the United States of America and/or Canada apply will form part of the ***limit of liability*** or applicable sub ***limit of liability*** and will not be additional to the ***limit of liability*** or applicable sub ***limit of liability***.

Automatic Extensions

WHAT IS COVERED	WHAT IS NOT COVERED
1. Counselling Services ***Your*** legal liability to pay ***compensation*** in respect of ***personal injury*** caused by any act, error or failure to act committed or alleged to have been committed during the ***period of insurance*** by anyone appointed or authorised by ***you*** to provide ***counselling services*** in connection with ***your operations***. This extension covers any persons appointed or authorised by ***you*** to provide counselling services separately in the same manner and to like extent as though cover under this extension had been issued in their separate names but subject always to the terms and conditions of this ***policy*** and ***our*** sub ***limit of liability*** not being increased. For the purposes of this extension: 1.1 all causally connected or interrelated acts, errors or failure to act shall jointly constitute a single act, error or failure to act; 1.2 where a single act, error or failure to act gives rise to more than one ***claim***, all such ***claims*** shall ***claims*** shall jointly constitute one ***claim***. NOTE: It is a condition of the cover under this extension that ***you*** must take all reasonable care and diligence in the selection, appointment and supervision of persons undertaking counselling services on ***your*** behalf.	***We*** will not: • pay more than $1,000,000 (including ***defence costs***) or any other such amount specified in the ***certificate of insurance*** for any one ***claim*** and in the aggregate for all ***claims*** in any one ***period of insurance***; • cover liability to pay ***compensation*** for any ***claim*** that is insured under any other insurance ***policy*** except in ***excess*** of the ***limit of liability*** under such ***policy***.
2. Indemnifiable Fines and Penalties Notwithstanding 'What is not covered 8. Fines and penalties' and on the basis that ***you*** do not have a Directors and Officers, Management Liability or similar contract of insurance, ***we*** will indemnify ***you*** against any penalty insurable at law and payable by ***you*** upon conviction for an offence under the Education and Care Services National Regulations (2011) arising from criminal proceedings: • first brought against ***you*** during the ***period of insurance***; and • notified to ***us*** during the ***period of insurance***; and • which arises from a wrongful act committed or alleged to have been committed by ***you***.	**We will not:** • provide indemnity for any penalty arising out of ***your*** failure to comply with any lawful consent, demand, determination, notice, order, or the like issued under the Education and Care Services National Regulations (2011); • pay more than $100,000 (including ***defence costs***) in any one ***period of insurance***.

Optional Extensions

(Only applicable if the **certificate of insurance** shows **you** have selected the Optional extension and **you** have paid any additional premium)

WHAT IS COVERED

1. Sexual Abuse

This Optional Extension operates on a '***claims*** made and notified' basis. This means that, where this Optional Extension is selected and is shown on the ***certificate of insurance***, then subject to the terms and conditions of the ***policy***, ***you*** are covered for:

1. a ***claim*** first made against ***you*** during the ***period of insurance*** and notified to ***us*** during the ***period of insurance*** or the ***extended reporting period***, provided that ***you*** were not aware at any time prior to the start of the ***period of insurance*** of any fact, situation, event or circumstance which could lead to a ***claim*** being made against ***you***;
2. a ***claim*** first made against ***you*** after the ***period of insurance***, provided that the facts that gave rise to the ***claim*** are facts ***you*** first became aware of during the ***period of insurance*** and ***you*** notified ***us*** in writing of those facts during the ***period of insurance*** as soon as reasonably practicable after ***you*** became aware of them.

The precise terms of the cover are set out below.

Specific definitions for this Optional Extension

For the purpose of this Optional Extension:

The ***policy*** definition of '***claim***' does not apply. Instead, **claim** means a demand or assertion of a right to ***compensation*** made by a third party which is contained in any oral or written demand and/or legal proceeding or process claiming ***compensation*** against and served on ***you***.

Compensation under this extension shall mean any monies payable or agreed by ***us*** to be paid (including damages) by judgment, award or settlement including all charges, expenses and legal costs recoverable from ***you***. It does not include the costs of complying with any non-monetary relief.

extended reporting period means the 28 days from the end of the ***period of insurance***.

known circumstance means any fact, situation, event or circumstance which ***you*** were aware of prior to the start of the ***period of insurance*** and which a reasonable person would have considered at any time might result in a ***claim*** covered by this Optional Extension 1 (but for the operation of exclusion 1 of this Optional Extension 1).

The cover available under the General Public and ***Products*** Liability Insurance ***policy*** (set out under the heading 'What is covered') does not apply.

WHAT IS NOT COVERED

1. a ***claim*** or ***claims*** arising from any ***known circumstance***;
2. a ***claim*** or ***claims*** arising from any fact, situation, event or circumstance if written notice of that fact, situation, event or circumstance has been given and accepted under any insurance ***policy*** that was in force before the start of the ***period of insurance***;
3. any liability to pay ***compensation*** where:
   a) the ***sexual abuse*** is committed with ***your*** consent or knowledge; or
   b) the ***sexual abuse*** is committed by ***you*** against any ***official*** or ***employee***; or
   c) ***you*** or any of ***your officials*** knew or ought reasonably to have known that the actual or alleged perpetrator of the ***sexual abuse*** had previously:
      i. committed ***sexual abuse***; and/or
      ii. been convicted of committing ***sexual abuse***; and/or
      iii. been charged with any offence relating to ***sexual abuse***; and/or
      iv. been the subject of a prior complaint in respect of ***sexual abuse*** while being a representative, member, ***employee***, ***volunteer*** or service provider of ***yours***, which had not been dealt with by ***you*** in accordance with ***your client protection policy***.
   d) ***you*** have engaged or appointed the actual or alleged perpetrator of the ***sexual abuse*** as a representative, member, ***employee***, ***volunteer*** or service provider of ***yours***, without making the investigations required under any legislation and pursuant to ***your*** client protection ***policy***;
4. the amount of ***compensation*** to the extent it exceeds ***limit of liability*** for ***sexual abuse*** as specified in the ***certificate of insurance*** for any one ***claim***;
5. the amount of ***compensation*** where the total amount of ***compensation we*** have already paid for all ***claims*** under this Optional Extension equals the sublimit of liability for this Optional Extension.
6. any ***compensation*** for ***claims*** arising out of ***your foster care*** or other ***out of home care*** programs by whatever name they may be known.

WHAT IS COVERED	WHAT IS NOT COVERED

Instead, ***we*** will cover ***you*** against ***your*** legal liability to pay ***compensation*** as a result of any ***claim*** first made against ***you*** during the ***period of insurance*** and notified to ***us*** in writing during the ***period of insurance*** in respect of ***personal injury*** for ***sexual abuse*** happening within the ***geographic limits*** and first committed or alleged to have been committed after the ***retroactive date*** where:

1. the perpetrator of the ***sexual abuse*** was, at the time of perpetrating the ***sexual abuse***, a representative, member, ***employee***, ***volunteer*** or service provider of ***yours*** or a person in ***your*** care; and
2. ***you*** had in place the necessary client protection ***policy*** required by ***us*** and/or by legislation to limit or prevent such abuse.

Provided always that:

1. This extension does not provide cover to the actual perpetrator of any ***sexual abuse***.
2. If one person suffers ***sexual abuse*** perpetrated by a representative, member, ***employee***, ***volunteer*** or service provider of ***yours*** on more than one occasion, then:
    a) all acts of ***sexual abuse*** of that person (whether or not the perpetrator of the ***sexual abuse*** on each occasion was the same perpetrator) are to be treated as one act of ***sexual abuse***;
    b) the date of the first act of ***sexual abuse*** against the person is deemed to be the date of the act of ***sexual abuse***.
3. The General Exclusions applicable to the ***policy*** apply to this Optional Extension, except for the '***Sexual Abuse***' exclusion.

Sexual Abuse Cover Limitation

In respect of ***claims*** for ***compensation*** of ***personal injury*** for ***sexual abuse*** made by or on behalf a person who has directly suffered ***sexual abuse***:

a) The maximum amount ***we*** will pay under this Optional Extension for each and every ***claim*** shall not exceed the ***limit of liability*** for ***sexual abuse*** shown in the ***certificate of insurance***;
b) The maximum total amount ***we*** will pay for all ***claims*** of ***sexual abuse*** first committed or alleged to have been committed within the ***geographic limits*** during the ***period of insurance*** shall not exceed the ***limit of liability*** for ***sexual abuse*** shown in the ***certificate of insurance***;

In respect of ***claims*** for ***compensation*** in respect of ***personal injury*** for ***sexual abuse*** made by or on behalf a person who is not a person who has directly suffered ***sexual abuse***:

a) The maximum amount ***we*** will pay for any one ***claim*** is $500,000;
b) The maximum total amount ***we*** will pay for all ***claims*** of ***sexual abuse*** first committed or alleged to have been committed within the ***geographic limits*** during the ***period of insurance*** is $500,000.

WHAT IS COVERED	WHAT IS NOT COVERED
2. Replacement Wages of Stood Down Staff Reimbursement of additional salary/wages associated with engaging an additional staff member to replace a staff member who has been stood down whilst being investigated for allegations of ***sexual abuse***. Provided that: a) ***you*** have selected Optional Extension 1. ***Sexual Abuse*** of this ***policy*** and that the alleged ***sexual abuse*** is not excluded as detailed under What is not covered in Optional Extension 1. ***Sexual Abuse***. b) cover only applies to the additional wages/salary costs incurred by ***you*** whilst the investigation is taking place and whilst both ***employees*** remain on ***your*** payroll.	a) any costs beyond those incurred within a three month period from the date of the commencement of the investigation; b) more than $20,000 for any one ***claim*** and in the aggregate for all ***claims*** in any one ***period of insurance***.
3. Retroactive Liability (Prior Claims Made) ***We*** will indemnify ***you*** against ***your*** legal liability to pay ***compensation*** as a result of any ***claim*** first made against ***you*** during the ***period of insurance*** and notified to ***us*** in writing during that ***period of insurance*** in respect of: a) ***personal injury***; and/or b) ***property damage***; and/or c) ***advertising injury***; happening within the ***geographic limits*** and caused as a result of an ***occurrence*** in connection with ***your operations*** or ***your products*** during the ***retroactive liability period*** immediately preceding the inception of this ***policy***. For the purpose of this Extension, the following Definitions apply: **known circumstance** means any fact, situation, event or circumstance which ***you*** were aware of prior to the start of the ***period of insurance*** and which a reasonable person would have considered at any time might result in a ***claim*** covered by this optional extension (but for the operation of exclusion 1 of this optional extension). **retroactive liability period** means the period of time from the ***retroactive date*** to the start of the ***period of insurance***.	The indemnity granted by this extension shall not apply to: 1. a ***claim*** or ***claims*** arising from any ***known circumstance***; 2. any event or circumstance if written notice of such has been given and accepted under any public and/or ***products policy*** the term of which had expired prior to the inception of this ***policy***; 3. ***our*** liability under this Retroactive Liability (Prior ***Claims*** Made) Extension shall not exceed the ***limit of liability*** as stated in ***your certificate of insurance*** under this Retroactive Liability (Prior ***Claims*** Made) Extension.
4. Contractual Liability Legal liability assumed by ***you*** under any contract, warranty or agreement with a Statutory Authority, Government Agency or Department that ***you*** will; a) indemnify; and/or b) not seek indemnity, recovery or contribution from; the Statutory Authority, Government Agency or Department, irrespective of any negligent acts, negligent failure to act or negligent defaults of the Statutory Authority, Government Agency or Department, provided the contract, warranty or agreement relates to the provision of goods, services, facilities and/or funding relating to ***your operations***. Provided this extension is subject always to the standard ***policy*** terms, conditions and exclusions.	

WHAT IS COVERED	WHAT IS NOT COVERED
5. Member to Member Liability The definition of ***you***, ***your***, ***yours*** is extended to indemnify all members of ***your*** organisation, ***your*** guests and visitors to ***your*** organisation in respect of ***claims*** against any of them by any other member or guest or visitor to the organisation arising in connection with the activities of the organisation. Provided this Extension is subject always to the standard ***policy*** terms, conditions and exclusions.	
6. Trauma Counselling Costs Extension Reimbursement of ***your*** costs to provide trauma counselling services to insured persons, ***employees***, ***volunteers*** or members of the public who have witnessed the accidental, unexpected and unforeseen traumatic death or significant physical impairment of a person on ***your*** premises or in ***your*** care. Provided that: a) the trauma counselling services are deemed necessary in the reasonable opinion of ***your*** managing director or chief executive officer to prevent damage to ***your*** reputation and/or to assist with prevention of long term psychological disorders; b) the trauma counselling services are being provided by a professional Trauma Counselling Service provider, independent to the insured; and c) the trauma counselling service provider is engaged within a 30 day period immediately following the day on which the event occurred.	***We*** will not: pay more than $10,000 for any one ***claim*** and in the aggregate for all ***claims*** in any one ***period of insurance***.

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