



AIG Australia Limited

BusinessGuard Umbrella Liability

Policy Wording



Important Notices

This **Policy** is issued/insured by AIG Australia Limited (AIG),
ABN 93 004 727 753 AFSL No 381686

Sydney: Level 19, 2 Park Street, NSW 2000 (1300 030 886)
Melbourne: Level 13, 717 Bourke Street, VIC 3008 (1300 030 886)
Brisbane: Level 11, 120 Edward Street, QLD 4000 (1300 030 886)
Perth: Level 11, 108 St. George Terrace, WA 6000 (1300 030 886)

Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, which may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty 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.

Subject to the Cancellation General Provision, if you do not tell us anything you are required to, 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.

Privacy Notice

This notice sets out how AIG collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at www.aig.com.au or by contacting us at australia.privacy.manager@aig.com or on 1300030886.

How we collect your personal information

AIG usually collects personal information from you or your agents. AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your Policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

Why we Collect your Personal Information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products and carry out research and analysis, including data analytics; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

To whom we Disclose your Personal Information

In the course of underwriting and administering your Policy we may disclose your information to:

- your or our agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your Policy;
- banks and financial institutions for Policy payments;
- your or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

Access to your Personal Information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information.

Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Claims Notification Notice

The Insured must notify us in writing of any Claim or other circumstance that may give rise to a Claim as soon as reasonably practical and within the Policy Period. The written notice shall include, as far as the Insured is aware:

- a) a detailed description of the subject matter of the Claim or claim for any other matter covered under the Policy;
- b) details of all the parties involved;
- c) an outline of the facts;
- d) the manner and date upon which the Insured became aware of the matters giving rise to the notification;
- e) a copy of any other insurance policy that may be applicable.

Notice should be addressed to:

The Claims Manager
Casualty Department
AIG Australia Limited
Level 19, 2 Park Street Sydney, NSW 2000, Australia
General customer service Tel: +61 2 9240 1711

Complaints

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way that claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

Information about the Code can be found at:
<https://insurancencode.org.au/resources/2014-general-insurance-code-of-practice/>

Dispute Resolution Procedure

We are committed to handling any complaints about our products or services efficiently and fairly.

Internal Dispute Resolution

If you have a complaint, please contact your insurance intermediary and they may raise it with us.

If your complaint is not satisfactorily resolved, you may request that your matter be reviewed by management by writing to:

The Compliance Manager AIG
Level 13, 717 Bourke Street
Docklands VIC 3008

If you are still unhappy, you may request that the matter be reviewed by AIG's Internal Dispute Resolution Committee. We will respond to you with the Committee's findings within 15 business days.

External Dispute Resolution

If you are not satisfied with the finding of the Committee, you may be able to take the matter to the Australian Financial Complaints Authority. AFCA is insurance industry's independent dispute resolution body. This external dispute resolution body can make decisions with which we are obliged to comply.

AFCA can be contacted at:

AFCA
GPO Box 3
Melbourne Vic 3001
or by phone: 1800 337 444

Information about AFCA can be found on the web at:
<https://afca.org.au/>

Copyright

The content of this Policy wording, the schedule and any endorsement or notice we give you in writing, including but not limited to the text and images therein and their arrangement, is the copyright property of AIG. All rights reserved. AIG hereby authorises you to copy and display the content herein, but only in connection with AIG business. Any copy you make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to AIG; however, except as set forth above, you may not copy or display for redistribution to third parties any portion of the content of this Policy wording, the schedule and any endorsement or notice we give you in writing, without the prior written permission of AIG. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights of AIG or of any third party.

BusinessGuard Umbrella Liability

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Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered. We also recommend that you speak to your broker or agent to ensure that the insurance provided by this Policy meets your needs.

In this Policy the words “you” and “your” refer to the **Named Insured** and any other person or organisation qualifying as a **Named Insured**. The words “we,” “us” and “our” refer to AIG Australia Limited.

The word **Insured** means any person or organisation qualifying as such under Section V. Definitions.

Other words and phrases that appear in bold print have special meaning. See Section V. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, and subject to all the terms and conditions of the Policy we agree to provide insurance as follows:

1. Insurance Covers

1.1 Insuring Agreement

We will pay **Compensation** that the Insured becomes legally obligated to pay:

Excess Cover

in excess of the total applicable limit of **Scheduled Underlying Insurance**;

Umbrella Cover

for any **Claim** or under an **Insured Contract** in excess of the **Self-Insured Retention** for **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** resulting from an **Occurrence** not covered by **Scheduled Underlying Insurance**.

1.2 Defence Provisions

1.2.1 We shall have the right to defend any **Claim** against the **Insured** that seeks **Compensation** covered by this Policy:

- a) **Excess Cover**, when the total applicable limit of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss**; and
- b) **Umbrella Cover**, when the **Compensation** sought because of **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** would not be covered by **Scheduled Underlying Insurance**.

1.2.2 We shall have the right but not the duty to defend any **Claim** against the **Insured** that seeks **Compensation** covered by this Policy, even if the **Claim** is groundless, false or fraudulent.

1.2.3 If we are prevented by law or statute from assuming the obligations specified under this provision, or we elect not to take over conduct under clauses 1.2.1(a) or 1.2.1(b) above, we will pay any expenses incurred with our prior consent in writing.

1.2.4 When we assume the defence of any **Claim** against the **Insured** that seeks **Compensation** covered by this Policy, we will:

- a) investigate, negotiate and settle the **Claim** as we deem expedient; and
- b) pay the following supplementary payments to the extent that such payments are not covered by **Scheduled Underlying Insurance**:
 - i) premiums on bonds to release attachments for amounts not exceeding the applicable Limit of Insurance of this Policy, but we are not obligated to apply for or furnish any such bond; and
 - ii) premiums on appeal bonds required by law to appeal the **Claim**, but we are not obligated to apply for or furnish any such bond; and
 - iii) all costs taxed against the **Insured** in the **Claim**; and
 - iv) pre-judgment interest awarded against the **Insured** on that part of the judgment we pay; and
 - v) post-judgment interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limit of Insurance of this Policy; and
 - vi) the **Insured's** expenses incurred at our request or with our consent (including actual loss of wages or salary, but not loss of other income).

1.2.5 Where we are not entitled to or do not elect to defend any **Claim**, we will, however, have the right but not the duty to participate in the defence of any **Claim** and the investigation of any claim to which this Policy may apply. If we exercise this right, we may elect to do so at our own expense.

1.2.6 We will not defend any **Claim** or investigate any claim after the exhaustion of the applicable Limit of Insurance of this Policy by the payment of **Loss**.

1.3 Cover Provisions

Excess Cover applies provided that:

- 1.3.1 The **Compensation** would be covered by **Scheduled Underlying Insurance**, except for exhaustion of the total applicable limit of **Scheduled Underlying Insurance** by the payment of **Loss**.
- 1.3.2 The cover shall follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limit of Insurance, premium and all other terms, definitions, conditions and exclusions of this Policy. If any provisions of **Scheduled Underlying Insurance** conflict with any provisions of this Policy, the provisions of this Policy will apply.
- 1.3.3 The cover will not, in any event, provide broader coverage than that provided by **Scheduled Underlying Insurance**.
- 1.3.4 If we are prevented, or not legally permitted to pay **Compensation** on behalf of the **Insured** due to the laws or statutes of any territory, then we will indemnify the **Insured** for those sums in excess of the total applicable limit of **Scheduled Underlying Insurance**.
- 1.3.5 The amount we will pay for **Compensation** is limited as described in Section IV. Limit of Insurance.
- 1.3.6 Under no circumstances shall this Policy drop down in the case of insolvency of an underlying insurer.
- 1.3.7 This Policy does not indemnify the **Insured** in respect of any liability which is the subject of a sub-limit or any other condition which restricts payment of the total applicable limit in the **Scheduled Underlying Insurance**.

Umbrella Cover applies provided that:

- 1.3.8 The **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** is caused by an **Occurrence** that takes place during the **Policy Period**.
- 1.3.9 The cover will not apply to **Compensation** that would have been covered by **Scheduled Underlying Insurance** even if the total applicable limit of **Scheduled Underlying Insurance** has been exhausted by the payment of **Loss**.
- 1.3.10 If we are prevented, or not legally permitted to pay **Compensation** on behalf of the **Insured** due to the laws or statutes of any territory, then we will indemnify the **Insured** for those sums in excess of the **Self-insured Retention**.
- 1.3.11 The amount we will pay for **Compensation** is limited as described in Section 1.4 Limit of Insurance.

1.4 Limit of Insurance: Excess and Umbrella Cover

- 1.4.1 The Limit of Insurance shown in Item 3 of the Declarations and the rules below state the most we will pay regardless of the number of:
 - a) **Insureds**; or
 - b) **Claims** brought against any or all **Insureds**; or
 - c) persons or organisations making claims or bringing **Claims**; or
 - d) coverages provided under this Policy.
- 1.4.2 The Products Hazard Aggregate Limit stated in Item 3 of the Declarations is the most we will pay for all **Compensation** included in the **Products Hazard** for **Excess** and **Umbrella Cover** combined.
- 1.4.3 Subject to Paragraph 1.4.2 above, the Each Occurrence Limit stated in Item 3 of the Declarations is the most we will pay for the sum of all **Compensation** under **Excess** and **Umbrella Cover** combined arising out of any one Occurrence.
- 1.4.4 **Excess Cover** applies only in excess of the total applicable limit of **Scheduled Underlying Insurance**. If, however, a policy shown in the **Schedule of Underlying Insurance** has a limit of insurance:
 - a) greater than the amount shown in that **Scheduled Underlying Insurance**, this Policy will apply in excess of the greater amount; or
 - b) less than the amount shown in that **Scheduled Underlying Insurance**, this Policy will apply in excess of the amount shown in the **Schedule of Underlying Insurance**.
- 1.4.5 Under **Excess Cover**, if the total applicable limit of **Scheduled Underlying Insurance** is reduced or exhausted by the payment of **Loss**, we will:
 - a) in the event of reduction, pay excess of the remaining total applicable limit of **Scheduled Underlying Insurance**; and
 - b) in the event of exhaustion, continue in force as underlying insurance.
- 1.4.6 The limit of insurance shown under Items 6.1 or 6.2 of the Declarations is the most we will pay for the sum of all **Compensation** under each coverage as outlined in the endorsements attached to this Policy. Notwithstanding the limit of insurance applicable to **Excess Cover** and **Umbrella Cover** or item 6.2 combined as shown in the Declarations, the most we will pay for the sum of all **Compensation** arising out of any one **Occurrence** will be the highest applicable limit of insurance as stated in the Declarations.

- 1.4.7 Expenses incurred to defend or investigate any **Claim** will be in addition to the applicable Limit of Insurance of this Policy, unless otherwise provided by **Scheduled Underlying Insurance**. Provided, however, that in the event of any claim being made against the **Insured** in any court or other legally constituted body where the laws of North America apply, the Limit of Insurance shall apply to such claim, inclusive of all expenses.
- 1.4.8 Where the **Policy Period** is extended by endorsement for an additional period of time, the additional period will be deemed to be part of the **Policy Period** for the purposes of determining the Limit of Insurance of this Policy and shall not be taken to increase, reinstate or otherwise amend the existing Limit of Insurance.

2. Definitions

The following Definitions shall apply to this **Policy**:

Term(s)	Meaning
2.1 Advertising Injury	under Umbrella Cover means: a) libel, slander or defamation; b) infringement of copyright or passing off of a title or slogan; c) unfair competition, piracy or idea misappropriation contrary to an implied contract; and d) invasion of privacy, committed or alleged to have been committed during the Policy Period in any advertisement, publicity, article, broadcast or telecast and caused by or arising out of any advertising activities conducted by or on the Insured's behalf in carrying out the Insured's Business.
2.2 Bodily Injury	under Umbrella Cover , and under any exclusion in this Policy applicable to Excess Cover means bodily injury, sickness, disability or disease, including death resulting from any of these at any time. Bodily Injury shall also mean mental injury, mental anguish, shock or death if directly resulting from bodily injury, sickness, disability or disease.
2.3 Claim	under Excess Cover and Umbrella Cover means a written demand, or civil or administrative proceeding, by a third party seeking Compensation covered by this Policy. Claim includes: a) an arbitration proceeding in which such Compensation is claimed and to which the Insured must submit or does submit with our consent; or b) any other alternative dispute resolution proceeding in which such Compensation is claimed and to which the Insured submits with our consent.
2.4 Compensation	means monies paid or agreed to be paid by judgment or settlement in respect of Personal Injury, Property Damage or Advertising Injury to which this Policy applies.
2.5 Computer System	means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.
2.6 Electronic Data	means any data stored on a Computer System .
2.7 Employee	means any person employed or deemed to be employed by the Named Insured whether pursuant to any Workers' Compensation Law or otherwise including but not limited to any: a) person under a contract of service or apprenticeship with the Named Insured ; b) self-employed person working under contract with the Named Insured and under its direction; c) volunteer, student or person undertaking work for the Named Insured under a work experience of similar scheme
2.8 Employment Practices	means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the Insured .
2.9 Impaired Property	under Umbrella Cover means tangible property, other than the Insured's Product that cannot be used or is less useful because: a) it incorporates the Insured's Product that is known or thought to be defective, deficient, inadequate or dangerous; or b) you have failed to fulfill the terms of a contract or agreement, if such property can be restored to use by: a) the repair, replacement, adjustment or removal of the Insured's Product ; or b) your fulfilling the terms of the contract or agreement.
2.10 Insured (Excess Cover)	under Excess Cover means: a) the Named Insured ; and b) any person or organisation that is an Insured under Scheduled Underlying Insurance .

Term(s)	Meaning
2.11 Insured (Umbrella Cover)	<p>under Umbrella Cover means:</p> <ul style="list-style-type: none"> a) the Named Insured; and b) your partners, executive officers, Employees, directors, shareholders or volunteers while acting within the scope of their duties on your behalf; c) every principal, in respect of that principal's vicarious liability for your acts or omissions in the performance of work for that principal; any person or organisation to whom you are obligated by a written Insured Contract to provide insurance such as is afforded by this Policy, but only with respect to their liability arising out of operations conducted by you or on your behalf and not to any greater extent than required by the contract or agreement; d) if you are an individual, your spouse, but only with respect to the conduct of a business of which you are the sole owner; e) your legal representative if you die, but only with respect to duties as such; f) any office bearer or member of social or sporting clubs formed with your consent in respect of claims arising from duties connected with activities of any such club, however cover shall not apply to Personal Injury to or Property Damage of any participants in any game, match, race, practice or trial. <p>Notwithstanding any of the above, no person or organisation is an Insured with respect to the conduct of any current, past or newly formed partnership or joint venture that is not designated in Item 1 of the Declarations as a Named Insured.</p>
2.12 Insured Contract	<p>under Umbrella Cover means that part of any contract or agreement pertaining to your business under which any Insured assumes the legal liability of another party to pay for Bodily Injury, Property Damage, Personal Injury or Advertising Injury to a third person or organisation. However, the Bodily Injury, Property Damage, Personal Injury or Advertising Injury must arise out of an Occurrence that takes place subsequent to the execution of the Insured Contract. Legal liability means a liability that would be imposed by law in the absence of any contract or agreement.</p> <p>Solely for the purposes of legal liability assumed under an Insured Contract, reasonable solicitor's fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be Compensation because of Bodily Injury, Property Damage, Personal Injury or Advertising Injury, provided:</p> <ul style="list-style-type: none"> a) liability to such party for that party's reasonable solicitors fees and necessary litigation expenses has also been assumed in the same Insured Contract; and b) such reasonable solicitors fees and necessary litigation expenses are for defence of that party against a Claim seeking Compensation covered by this Policy.
2.13 Loss	<p>under Excess Cover and Umbrella Cover means those sums actually paid as judgments and settlements and, under Excess Cover if provided by Scheduled Underlying Insurance, expenses incurred to defend any Claim or to investigate any claim.</p>
2.14 Medical Persons	<p>means qualified medical practitioners, medical nurses, dentists, and first aid attendants.</p>
2.15 Motor Vehicle	<p>under Umbrella Cover and under any exclusion in this Policy applicable to Excess Cover means any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power, and any trailer or other attachment to be used in conjunction with any such machine.</p>

Term(s)	Meaning
2.16 Named Insured	<p>means</p> <ul style="list-style-type: none"> a) any person or organisation designated in Item 1 of the Declarations; and b) any organisation in which you maintain an interest of more than fifty percent (50%) as of the effective date of this Policy and to which more specific insurance does not apply; and c) any organisation, except for a partnership or a joint venture, that you acquire or form during the Policy Period in which you maintain an interest of more than fifty percent (50%) and to which more specific insurance does not apply, provided that: <ul style="list-style-type: none"> i) this Policy does not apply to any Bodily Injury or Property Damage that occurred or any Personal Injury or Advertising Injury that was caused by an Occurrence that was committed before you acquired or formed such organisation; and ii) you give us prompt notice after you acquire or form such organisation. <p>A partnership or a joint venture that you acquire or form during the Policy Period may be added as an Insured only by a written endorsement that we make a part of this Policy.</p> <p>We may, at our option, make an additional premium charge for any organisation that you acquire or form during the Policy Period.</p> d) any person or organisation that is a Named Insured or the equivalent thereof in Scheduled Underlying Insurance.
2.17 North America	<p>means</p> <ul style="list-style-type: none"> a) the United States of America or Canada; b) any state, territory or protectorate incorporated in, or administered by the United States of America and/or Canada; and c) any country or territory subject to the laws of the United States of America or Canada.
2.18 Occurrence (Excess Cover)	under Excess Cover means the definition given to that term or the equivalent thereof in Scheduled Underlying Insurance .
2.19 Occurrence (Umbrella Cover)	<p>under Umbrella Cover means:</p> <ul style="list-style-type: none"> a) an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury, Property Damage or Advertising Injury neither expected nor intended from the Insured's standpoint during the Policy Period. b) With respect to Personal Injury or Property Damage, all events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence. Under no circumstances shall the Occurrence be deemed to be any latency period. c) 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 one Occurrence.
2.20 Personal Injury	<p>means under Umbrella Cover injury arising out of your business, other than Bodily Injury or Advertising Injury, caused by one or more of the following offences:</p> <ul style="list-style-type: none"> a) death, bodily injury, sickness or disease sustained by a person and shall include mental injury, mental anguish, shock and loss of consortium; b) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation; c) libel, slander, defamation of character or invasion of privacy, unless arising out of Advertising Injury; and d) assault and battery committed by or at the direction of the Insured whilst engaged in Business and for the purpose of preventing or eliminating danger to persons or property.
2.21 Personally Identifiable Information	means any data that can be used to contact or identify a specific individual.
2.22 Policy Period	means the period specified in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or any shorter period arising as a result of cancellation of this Policy.

Term(s)	Meaning
2.23 Pollutants	under Umbrella Cover and under any exclusion in this Policy applicable to Excess Cover means but is not limited to any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant, whether occurring naturally or otherwise, including but not limited to smoke, vapour, soot, fumes, acids or alkalis of any sort, chemicals and waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.
2.24 Product	<p>under Umbrella Cover and under any exclusion in this Policy applicable to Excess Cover means any good or product (after it has ceased to be in the Insured's possession or under the Insured's control) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, treated, imported, exported, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured, including but not limited to any packaging or labelling on, or containers holding, the good or product.</p> <p>Products also includes the design, formulae, specifications, directions, instructions, advice or warning given or omitted to be given in connection with such products.</p>
2.25 Product Hazard	<p>under Umbrella Cover and under any exclusion in this Policy applicable to Excess Cover means all Bodily Injury and Property Damage arising out of:</p> <ol style="list-style-type: none"> the Insured's Products; or reliance upon a representation or warranty made at any time with respect thereto, <p>but only if the Personal Injury or Property Damage occurs away from premises owned by, leased to, rented to or occupied by the Insured and after physical possession of such products has been relinquished to third party.</p>
2.26 Property Damage	<p>under Umbrella Cover and under any exclusion in this Policy applicable to Excess Cover means:</p> <ol style="list-style-type: none"> physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by physical injury to or destruction of other tangible property which occurs during the Policy Period.
2.27 Scheduled Underlying Insurance	<p>under Excess Cover and Umbrella Cover means:</p> <ol style="list-style-type: none"> the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this Policy; and automatically any renewal or replacement of any policy in (a) above, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced. <p>Scheduled Underlying Insurance does not include a policy of insurance specifically purchased to be excess of this Policy affording coverage that this Policy also affords.</p>
2.28 Self-Insured Retention	under Umbrella Cover means the amount applicable to each Occurrence for which the Insured is responsible that is shown in Item 4 of the Declarations.

3. Exclusions

3.1 Asbestos

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to mesothelioma, asbestosis or to any disease, loss of use of property, damage to property (including consequential loss) arising directly or indirectly out of or in connection with or in consequence of:

- a) inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- b) the use of asbestos in constructing or manufacturing any good, product or structure; or
- c) the removal of asbestos from any good, product or structure; or
- d) the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- e) the presence of asbestos in any building.

The coverage afforded by this Policy does not apply to payment for the investigation or defence of any **Loss**, injury or damage or any cost, fine or penalty or for any expense or claim or **Claim** related to any of the above

3.2 Aviation

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to **Bodily Injury, Personal Injury, Advertising Injury** or **Property Damage** caused by or arising directly or indirectly out of or in connection with the:

- a) ownership, maintenance, operation or use of:
 - i) any airport, aerodrome, airstrip, heliport or any other area where aircraft take off or land; or
 - ii) any aircraft hangar or any other area used for storing, sheltering, servicing, maintaining or parking aircraft; or
 - iii) any aircraft including loading or unloading and refueling of any aircraft unless such aircraft are chartered with pilot and crew supplied; or
- b) **Insured's Products** which the **Insured** knew, or had reasonable cause to believe, would be or are installed in any aircraft; or
- c) repair, maintenance, servicing of or installation in or on any aircraft.

3.3 Care, Custody and Control

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to any damages arising out of:

- a) property owned or occupied by or rented to the **Insured**; or
- b) property used by the **Insured**, or
- c) property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising control.

3.4 Cyber

Under **Excess Cover** and **Umbrella Cover** this insurance does not apply to:

- a) any access to or disclosure of any person's or organization's confidential or personal information, including any **Personally Identifiable Information**, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b) the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any **Computer System** or **Electronic Data**.

This exclusion does not apply to **Bodily Injury** or **Property Damage** arising out of the events or circumstances described in subparagraphs (a) or (b) above.

3.5 Damage to Impaired Property

Under **Umbrella Cover**, this insurance does not apply to **Property Damage to Impaired Property** or property that has not been physically injured, arising out of:

- a) a defect, deficiency, inadequacy or dangerous condition in the **Insured's Product**; or
- b) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- c) work or operations performed on your behalf;
- d) materials, parts or equipment furnished in connection with work or operations.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to the **Insured's Product** after it has been put to its intended use.

3.7 Damage to Own Product

Under **Umbrella Cover**, this insurance does not apply to **Property Damage** to the **Insured's Products** or any part of it if such **Property Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof.

3.8 Employee to Employee

Under **Umbrella Cover**, this insurance does not apply to liability of any employee with respect to **Bodily Injury** or **Personal Injury** to another employee of the same employer injured in the course of such employment.

3.9 Expected or Intended

Under **Umbrella Cover**, this insurance does not apply to **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to:

- a) **Bodily injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property; or
- b) liability of the **Named Insured** for compensation as the result of an act committed by the **Named Insured's** employee(s) which results in **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Named Insured's** employee(s), provided such act was not committed at the direction of the **Named Insured**.

3.10 Loss of Use

Under **Umbrella Cover**, this insurance does not apply to Loss of use of any tangible property which has not been physically damaged or destroyed resulting from:

- a) a delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement; or
- b) the failure of the **Insured's Products** to meet the level of performance, quality, fitness or durability expressly or implied, warranted or represented by the **Insured**.

Provided that this Exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Insured's Products** after such **Products** have been put to use by any person or organisation other than the **Insured**.

3.11 Motor Vehicles

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to **Bodily Injury** or **Property Damage** caused by or arising out of the ownership, operation, possession or use by or on behalf of the **Insured** of any **Motor Vehicle** which is registered or in respect of which insurance is required by virtue of any legislation or statutory scheme. Provided this exclusion shall not apply where coverage is collectible by the **Insured** under any **Scheduled Underlying Insurance** relating to the use of **Motor Vehicles**.

3.12 Nuclear Liability

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

3.13 Pollution

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to:

- a) **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** directly or indirectly arising out of the:
 - i) actual or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water); or
 - ii) actual or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** caused by any of the **Insured's Products** that have been discarded, dumped, abandoned or thrown away by others; or
 - iii) the cost of removing, nullifying or cleaning up **Pollutants**; or
 - iv) the cost of preventing the escape of **Pollutants**.

Exclusions 3.13(a)(i), 3.13(a)(ii), and 3.13(a)(iii) shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place and occurs outside North America.

- b) any **Loss**, cost or expense arising out of any governmental direction or request that we, the **Insured** or any other person or organisation test for, monitor, clean up, remove, contain, treat, detoxify, neutralise or assess the effects of **Pollutants**; or
- c) any loss, cost or expense, including but not limited to costs of investigation or solicitors fees, incurred by a governmental unit or any other person or organisation to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**.

3.14 Product Guarantee

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to any product guarantee or warranty given by or on behalf of the **Insured** but this Exclusion does not apply to the requirements of any Commonwealth or State legislation with respect to product safety and information.

3.15 Product Recall

- a) Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to any cost or expense claimed for the recall, withdrawal, inspection, removal, repair, replacement, disposal or loss of use of the **Insured's Product**; or
- b) **Impaired Property**,

if such **Products** or **Impaired Property** is withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

3.16 Professional Indemnity

Under **Umbrella Cover** this insurance does not apply to any act, error or omission in the provision of professional advice or service provided for a fee and not connected with the supply or intended supply of the **Insured's Products** other than:

- a) claims for resultant **Personal Injury** or **Property Damage**; and
- b) the rendering of or failure to render professional medical advice by **Medical Persons** employed by the **Insured** to provide first aid and other medical services on the **Insured's** premise.

3.17 Punitive and Exemplary Damages

Under **Excess Cover** and **Umbrella Cover** this insurance does not apply to:

- a) punitive or exemplary damages awarded against the **Insured**; or
- b) any fines, penalties and/or liquidated damages.

3.18 Securities

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to any liability arising out of:

- a) the purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
- b) any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
- c) any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

3.19 Advertising Injury

Under **Umbrella Cover**, this insurance does not apply to **Advertising Injury**:

- a) arising out of a breach of contract, except an implied contract to use another's advertising idea; or
- b) arising out of the failure of goods, products or services to conform with any statement of quality or performance made; or
- c) arising out of the wrong description of the price of goods, products or services; or
- d) committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting

3.20 Various Laws

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to any obligation of the **Insured** under the following:

- a) **Personal Injury** to any employee of the **Insured** arising out of or in the course of his employment in the **Insured's business**.
But this Exclusion does not apply:
 - i) with respect to liability of others assumed by the **Insured** under written contract; or
 - ii) where coverage is collectible by the **Insured** under any **Scheduled Underlying Insurance** relating to employers liability; or
- b) Any obligation for which the **Insured** may be held liable under any industrial award, agreement, determination or workers' compensation law.

3.21 Watercraft

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft owned by the **Insured** or rented to the **Insured** without a crew.

3.22 War & Terrorism

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to liability:

- a) directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, civil commotion, factional civil commotion, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority or
- b) arising directly or indirectly as a result of or in connection with Terrorism including, but not limited to, any contemporaneous or ensuing **Property Damage, Bodily Injury, Personal Injury or Advertising Liability** caused by fire, looting or theft.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognised by the government of any country in which the **Insured** operates or exports products into, as an act of terrorism.

3.23 Willful Violation, Falsity, Prior Publication, Criminal Acts

Under **Umbrella Cover**, this insurance does not apply to **Personal Injury** or **Advertising Injury**:

- a) caused by or at the direction of any **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury** or **Advertising Injury**; or
- b) arising out of oral, written or electronic publication of material if done by or at the direction of any **Insured** with knowledge of its falsity; or
- c) arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the **Policy Period**; or
- d) arising out of a criminal act committed by or at the direction of any **Insured**.

3.24 Workers Compensation & Employment Practices

Under **Excess Cover** and **Umbrella Cover**, this insurance does not apply to any liability:

- a) in respect of which the **Insured** is or would be entitled to indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to worker's compensation or accident compensation or any similar law, whether or not such insurance has been effected; or
- b) imposed by the provisions of any industrial award, agreement or determination where such liability would not have been imposed in the absence of such industrial award, agreement or determination; or
- c) relating to **Employment Practices**.

This exclusion applies:

- a) whether the **Insured** may be liable as an employer or in any other capacity; and
- b) to any obligation to share compensation with or repay someone else who must pay compensation because of the injury.

4. General Conditions

4.1 Appeals

If the **Insured** or the **Insured's** underlying insurers do not appeal a judgment in excess of the total applicable limit of **Scheduled Underlying Insurance**, we may elect to do so. If we appeal, we shall be liable for, in addition to the applicable Limit of Insurance of this Policy, all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

4.2 Audit

We may audit and examine your books and records as they relate to this Policy at any time during the period of this Policy or anytime after the expiration or termination of this Policy.

4.3 Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of **Loss** covered by this Policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under **Scheduled Underlying Insurance**.

4.4 Cancellation

The Policy may be cancelled at any time at the request of the **Insured** in which case we will retain premium calculated at the Company's short period rate for the time the Policy has been in force. We may cancel the Policy in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984.

4.5 Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this Policy. This Policy can be changed only by a written endorsement that we make to this Policy.

4.6 Duties in the Event of an Occurrence or Claim

- a) You must see to it that we are notified as soon as practicable of an **Occurrence** that may result in **Claim** under this Policy. To the extent possible, notice should include:
 - i) how, when and where the **Occurrence** took place; and
 - ii) the names and addresses of any injured persons and any witnesses; and
 - iii) the nature and location of any injury or damage arising out of the **Occurrence**.
- b) If a claim is made or **Claim** is brought against any **Insured** which is reasonably likely to involve this Policy, you must notify us in writing:
 - i) under **Excess Cover**, as soon as practicable and in accordance with the reporting provisions of **Scheduled Underlying Insurance**; and
 - ii) under **Umbrella Cover**, as soon as practicable.

Written notice should be mailed or delivered to:

AIG Casualty Claims Department,
Level 12 , 717 Bourke Street, Docklands
VIC 3008

- c) You and any other involved **Insured** must:
 - i) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **Claim**; and
 - ii) authorise us to obtain records and other information; and
 - iii) co-operate with us in the investigation, settlement or defence of the **Claim**; and
 - iv) assist us, upon our request, in the enforcement of any right against any person or organisation that may be liable to the **Insured** because of injury or damage to which this insurance may also apply.
- d) No **Insureds** will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

4.7 Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

4.8 Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organisation to provide for the health or safety of your employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

4.9 Knowledge of Occurrence or Claim

Knowledge of an **Occurrence** or **Claim** by your agent, servant or employee shall not in itself constitute knowledge by you, unless a principal of yours shall have received notice of such **Occurrence** or **Claim** from said agent, servant or employee.

4.10 Legal Actions Against Us

There will be no right of action against us under this insurance unless:

- a) you have complied with all the terms of this Policy; and
- b) the amount you owe has been determined with our consent or by actual trial and final judgment.

4.11 Maintenance of Scheduled Underlying Insurance

During the **Policy Period**, you agree:

- a) to keep **Scheduled Underlying Insurance** in full force and effect; and
- b) that the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** will not materially change; and
- c) that the total applicable limit of **Scheduled Underlying Insurance** shall not decrease, except for any reduction or exhaustion of aggregate limit by payment of **Loss**; and
- d) that any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limit of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would be, had you fully complied with these requirements

4.12 Premium

Unless otherwise in this Policy or herein provided, the premium for this Policy is a flat premium and is not subject to adjustment, except as provided in Condition 4.4 herein. If this Policy is subject to audit adjustment, the premium may be based upon the rating basis as agreed prior to the **Policy Period**. Upon expiration of this Policy or its termination during the **Policy Period**, or at the end of each policy year, the earned premium shall be calculated in accordance with the original basis of our rating of the **Policy**. If the earned premium is more than the advance premium paid, the **Named Insured** shall pay the excess to the Company. If less, the Company shall return to the **Named Insured** the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the **Policy Period**.

4.13 Separation of Insureds

Except with respect to the Limit of Insurance of this Policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1 of the Declarations, this insurance applies:

- a) as if each **Named Insured** were the only **Named Insured**; and
- b) separately to each **Insured** against whom claim **Claim** is brought

4.14 Subrogation

All right of subrogation is waived under this Policy against any organisation or organisations, the majority of whose capital stock is owned or controlled by the Insured, or against any organisation, company or individual who owns or controls the majority of the capital stock of this Insured, or any organisation, company or individual, to which or to whom protection is afforded under this Policy except if such organisation, company or individual is protected from such loss.

4.15 Transfer of Your Rights and Duties Notice & Authority

Your rights and duties under this Policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this Policy will be sufficient notice to effect cancellation of this Policy.

4.16 When Compensation is Payable

We will not make any payment under this Policy unless and until:

- a) under **Excess Cover**, the total applicable limit of **Scheduled Underlying Insurance** has been exhausted by the payment of **Loss**; and

b) under **Umbrella Cover**, the **Self Insured Retention** has been exhausted by the payment of **Loss**.

When the amount of **Loss** has finally been determined, we will promptly pay on behalf of the **Insured** the amount of such **Loss** within the applicable Limit of Insurance of this Policy.

You shall promptly reimburse us for any amount within the **Self Insured Retention** paid by us on behalf of the **Insured**.

4.17 How the Insurance Contracts Act may effect this Policy

Any terms and conditions of this Policy which are invalid, illegal or unenforceable as a result of the operation of the Insurance Contracts Act 1984 (as amended or modified from time to time or any other legislation enacted in substitution or replacement thereof) shall be ineffective only to the extent of the invalidity, illegality or unenforceability without invalidating the remainder of such term or condition or the remaining terms and conditions of this Policy.

4.18 Choice of Law and Forum

This Policy shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the Courts of the said Commonwealth shall have exclusive jurisdiction in any dispute arising hereunder.

Any disputes or differences, which the **Insured** and us agree to resolve through arbitration, shall be resolved in accordance with and subject to the Institute of Arbitrators Australian Rules of the Conduct for Commercial Arbitration subject to the following:

- a) The arbitration proceedings shall take place in Melbourne, Victoria unless otherwise agreed; and
- b) the written decision of any arbitrator(s) shall be provided to and binding upon us and the **Insured**; and
- c) the **Insured** and us shall each bear our own costs of the arbitration and shall jointly and equally share the expenses of the arbitrator(s) and of the arbitration; and
- d) two arbitrators shall be appointed and one each shall be chosen by us and the **Insured**; and
- e) the arbitrators and umpire are relieved from all judicial formality and may abstain from following the strict rules of law. They shall settle any dispute under the Policy according to an equitable rather than a strictly legal interpretation of its terms; and
- f) this condition shall survive the termination of the Policy.

In Witness Whereof, we have caused this Policy to be executed and attested. but this Policy shall not be valid unless countersigned by one of our duly authorised representatives, where required by law.

For AIG Australia Limited

Name	<input type="text"/>	Signature
Title	<input type="text"/>	
Date	<input type="text"/>	

Claims Contact Details

AIG Office Location	Contact Information
Melbourne Level 12, 717 Bourke Street, Docklands Melbourne VIC 3008	Phone 1300 030 886 Fax 1300 634 940
Sydney Level 19, 2 Park Street, Sydney NSW 2000	Phone 1300 030 886 Fax 1300 634 940
Brisbane Level 11, 120 Edward Strett Brisbane QLD 4000	Phone 1300 030 886 Fax 1300 634 940
Perth 77 St George's Terrace Perth WA 6000	Phone 1300 030 886 Fax 1300 634 940

END OF WORDING



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