



AIG Australia Limited

BusinessGuard

Combined Public & Products 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, 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://insurancecode.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 your 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

Combined Public & Products Liability

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This Policy incorporates the Policy Schedule, Definitions, The Cover, Exclusions, Conditions, Endorsements and any other terms attached which are to be read together.

Throughout this Policy the words **we, us** and **our**, refer to AIG Australia Limited.

Words and phrases that appear in **bold** print have special meaning as defined under the Definitions of this Policy.

1. Insurance Covers

1.1 Insuring Agreement

Subject to all provisions, terms, Conditions and Exclusions of this Policy, **we** agree to pay to or on behalf of the **Insured** all sums which the **Insured** shall become legally liable to pay by way of **Compensation** in respect of:

- a) **Personal Injury**;
- b) **Property Damage**; or
- c) **Advertising Injury**,

first happening during the **Policy Period** as a result of an **Occurrence** within the **Territorial Limits** in connection with the **Insured's Business** or **Products**.

1.2 Limits of Liability

Our liability to pay **Compensation** in respect of any one **Occurrence** shall not exceed the Limit of Liability specified in Item 4. (i) of the Policy Schedule. All **Personal Injury**, **Property Damage** or **Advertising Injury** arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one **Occurrence**.

Our total aggregate liability during any one **Policy Period** for all claims involving **Products Hazard** shall not exceed the Limit of Liability specified in Item 4. (ii) of the Policy Schedule.

1.3 Defence Costs & Supplementary Payments

1.3.1 In addition to the Limits of Liability specified in the Policy Schedule, **we** agree to indemnify the **Insured** for

- a) all reasonable legal costs and expenses incurred by **us** or by the **Insured**, with **our** prior written consent in the defence or settlement of any claim for **Compensation** that is indemnifiable under this Policy, even if the allegations made in such claim are groundless, false or fraudulent;
- b) all costs incurred by the **Insured** with **our** prior written consent for legal representation at any coronial inquest or inquiry, royal commission or government inquiry that an **Insured** is required to attend arising from any **Personal Injury**, **Property Damage** or **Advertising Injury** indemnifiable under 1.1 Insuring Agreement; and
- c) all interest accruing on **our** portion of any of the **Insured's** expenses incurred at **our** request or with **our** prior written consent (including actual loss of wages or salary, but not loss of other income).
- d) all reasonable costs incurred by the **Insured** for first aid administered to third parties at the time of **Personal Injury** caused by an **Occurrence** (other than medical expenses prohibited by law).
- e) all reasonable expenses for the temporary protection of damaged or undamaged property of third parties including but not limited to temporary repairs, shoring up or underpinning.

1.3.2 Any indemnity provided under 1.3.1 above is subject to the following limitations:

- a) where settlement has been agreed to by the party being indemnified or has been recommended by a senior lawyer and consent to such settlement is still withheld by the **Insured**, then **our** liability on account of that claim shall not exceed the amount for which **we** could have settled the claim plus the legal costs and expenses incurred to the date such settlement was recommended in writing to the **Insured**;
- b) **We** are not obligated to pay any legal costs or expenses to defend or investigate any claim for **Compensation** after the exhaustion of the applicable Limits of Liability;
- c) if payment exceeding **our** liability under this Policy to indemnify the **Insured** is necessary to finalise a claim, **our** liability is limited to the proportion that **our** liability to indemnify the **Insured** bears to that payment;
- d) in the event of any claim for **Compensation** being made against the **Insured** in any court or before any other legally constituted body in **North America**, all costs and expenses incurred in the defence or settlement of any claim shall be included within the Limits of Liability and not in addition;
- e) **We** shall not be liable for legal costs or expenses where indemnity is not provided by this Policy; and
- f) In the event the **Insured** is a party to a demand, legal proceeding, inquiry or hearing which is covered only in part by this Policy, **we** and the **Insured** will use **our** best efforts to agree upon a fair and proper allocation of legal costs or expenses or any other amount insured under this Policy which relate solely to what is covered under this Policy.

In the event that an agreement cannot be reached regarding any matter arising under 1.3.2 (a) or (f), a Senior Counsel (to be mutually agreed upon by **us** and the **Insured**) shall, as an expert and not an arbitrator, determine a fair and proper allocation. The **Insured** shall have opportunity to provide written submissions to the Senior Counsel. Until the Senior Counsel has made a determination, **we** may, in **our** absolute discretion, pay such legal costs or expenses or any other amount insured under this Policy as **we** consider appropriate. The costs of any referral to senior Counsel shall be borne by **us**.

2. Definitions

The following Definitions shall apply to this Policy:

Term(s)	Meaning
2.1 Advertising Injury	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 Aircraft	means a Vehicle designed to be used primarily in the air and to be supported by the dynamic reaction of the air upon the Vehicle's wings or rotor-blades, or by the Vehicle's buoyancy in the air or atmosphere.
2.3 Business	means activities and operations of the Insured specified in Item 2. of the Policy Schedule and includes: a) the ownership, tenancy or occupation of premises by the Insured including the repair and maintenance of property which the Insured owns or is responsible for; b) private work carried out with the consent of the Insured for any director, partner or senior official of the Insured by an Employee provided the Employee is qualified to undertake such work; c) the provision or management of catering, social, welfare or child care facilities, sports and related facilities for the benefit of the Insured's Employee ; d) the provision of the Insured's own internal fire, first aid, medical, security and ambulance services; e) participation in an exhibition, trade fair or conference by the Insured ; f) conducted tours of the Insured's premises; and g) the provision of sponsorship by the Insured .
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 Deductible	Means the uninsured first portion of each and every Occurrence which is payable by the Insured as specified in Item 5. of the Policy Schedule. The Deductible applies to all amounts payable under this Policy including but not limited to amounts payable under Item 4. of the Policy Schedule. In the event that more than one Deductible is payable for any Occurrence then only the highest Deductible amount stated in Item 5. of the Schedule will apply.
2.7 Electronic Data	means any data stored on a Computer System .
2.8 Employee	means any person employed or deemed to be employed by the 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 Insured b) self-employed person working under contract with the Insured and under its direction c) volunteer, student or person undertaking work for the Insured under a work experience of similar scheme
2.9 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 .
2.10 Hovercraft	means any vessel, craft or device made to float on or in, or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.
2.11 Incidental Contracts	means a) any written agreement or lease of real or personal property which does not impose upon the Insured : (i) an obligation to insure such property; or (ii) any liability regardless of fault; b) any written contract with any public authority for the supply of water, gas or electricity, telephone and communication services, waste disposal facilities or other essential services but only to the extent of indemnifying any such public authority in respect of liability arising out of the Business other than contracts for the performance of work or provision of services by the Insured .

Term(s)	Meaning
2.12 Insured	<p>means</p> <ul style="list-style-type: none"> a) the Named Insured specified in the Policy Schedule; b) any subsidiary company (including subsidiaries thereof) of the Named Insured and any other organisation under the control and active management of the Named Insured; c) any subsidiary company or organisation under the control and management of the Named Insured which are constituted or acquired by the Named Insured during the Policy Period, provided always that: (i) such constitution or acquisition is notified to us within 90 days of it first occurring and is approved by us in writing; and (ii) in our absolute discretion we may apply any additional premium. d) the Named Insured's partners, executive officers, Employees, directors, shareholders or volunteers while acting within the scope of their duties on behalf of the Named Insured's Business; e) any office bearer or member of social or sporting clubs formed with the written consent of the Named Insured whilst acting within the scope of their duties connected with activities of any such club. Cover shall not apply to Personal Injury to or Property Damage of any participants in any game, match, race, practice or trial.
2.13 Labour Hire Personnel	<p>means, for the purpose of the application of the Deductible only and where specified in the Schedule, any person, including but not limited to any apprentice indentured to a group training organisation provided to the Insured on a temporary or permanent basis under a specific contract or agreement, including but not limited to an internal agreement with:</p> <ul style="list-style-type: none"> a) a provider of labour hire personnel; or b) any labour hire providers who are a subsidiary company of the Insured that are solely for the provision of labour to the Insured or any other entities, but only while such person remains an employee of that provider or organisation.
2.14 Medical Persons	means qualified medical practitioners, medical nurses, dentists and first aid attendants.
2.15 Named Insured	means the entity specified in Item 1. of the Policy Schedule.
2.16 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.
2.17 Occurrence	<p>means 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.</p> <p>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.</p> <p>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.</p>
2.18 Personal Injury	<p>means</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.
2.19 Personally Identifiable Information (PII)	means any data that can be used to contact or identify a specific individual.
2.20 Principal	means a third party to whom the Named Insured or a subsidiary has entered into a written contract or agreement which obligates the Named Insured to provide insurance in respect of the Principal's liability arising out of the operations of the Named Insured .

Term(s)	Meaning
2.21 Policy Period	means the period specified in Item 3. of the Policy Schedule, or any shorter period arising as a result of cancellation of this Policy.
2.22 Pollutants	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.
2.23 Products	<p>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. Products also includes the design, formulae, specifications, directions, instructions, advice or warning given or omitted to be given in connection with such products.</p> <p>Products does not include:</p> <ul style="list-style-type: none"> a) food and beverage supplied by an Insured for the benefit of staff; or b) any vending machine rented by an Insured for the use of others
2.24 Products Hazard	<p>means Personal Injury or Property Damage arising out of;</p> <ul style="list-style-type: none"> a) the Insured's Products; or b) reliance upon a representation or warranty made at any time with respect thereto, 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 others.
2.25 Property Damage	<p>means</p> <ul style="list-style-type: none"> a) physical damage to or destruction of tangible property including the loss of use of that property thereof. All such loss of use shall be deemed to happen at the time of the physical damage that caused it; or b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible property which first happened during the Policy Period.
2.26 Territorial Limits	<p>means</p> <ul style="list-style-type: none"> a) anywhere in the world except North America; b) North America but only with respect to: <ul style="list-style-type: none"> (i) non-manual work carried out by the Insured's Employees, directors, officers or executives who are normally non-resident in North America; and (ii) the Insured's Products exported without the knowledge of the Insured to North America.
2.27 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.
2.28 Tool of Trade	means any Vehicle which has attached as an integral part of such Vehicle any equipment for mechanical digging, scraping, grading, slashing, mowing, drilling, lifting or levelling, whilst such equipment is being used for the purpose for which it was designed.
2.29 Vehicle	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.
2.30 Watercraft	means any vessel or craft made to or intended to float on or in or travel on or through or under water.

3. Exclusions

The Policy excludes all liability caused by or arising directly or indirectly out of or in connection with:

3.1 Advertising Injury

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) arising out of knowingly made false statements; or
- e) committed by an **Insured** whose **Business** is advertising, broadcasting, publishing or telecasting.

3.2 Aircraft & Aircraft Products

- a) the ownership, possession, maintenance, operation or use by or on behalf of the **Insured** of any:
 - (i) **Aircraft** including loading or unloading and refueling of any **Aircraft**;
 - (ii) restricted access areas of an airport including terminals, aerodromes, airstrips, runways or heliports or other area where **Aircraft** take off or land;
 - (iii) **Aircraft** hangar or any other area used for storing, sheltering, servicing, maintaining or parking **Aircraft**; or
- b) (i) the supply, distribution, sale, lease, hire or manufacture of **Aircraft**;
- (ii) the manufacture or supply of parts or **Products** which are incorporated into the structure, machinery or controls of any **Aircraft** including any repair, maintenance or servicing thereof

3.3 Asbestos

Asbestos or materials containing asbestos howsoever occurring.

3.4 Contractual Liability

- a) where the **Insured** assumes liability under any contract or agreement. Provided this Exclusion 3.4 a) shall not apply to those written contracts:
 - (i) where such liability would have been implied by law;
 - (ii) where the **Insured** assumes liability under a warranty of fitness or quality as regards the **Insured's Products** except to the extent required by law;
 - (iii) to **Incidental Contracts** entered into by the **Insured**; or
 - (iv) any contract designated in Item 6. of the Policy Schedule.
- b) where the **Insured** has waived any rights, which but for the existence of such waiver would accrue to the **Insured**;

3.5 Damage to Own Products

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.

3.6 Cyber

- 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.

For the purposes of this Exclusion **Bodily Injury** means: death, bodily injury, sickness or disease sustained by a person. For the avoidance of doubt this does not include mental injury, mental anguish, shock and/or loss of consortium

3.7 Expected or Intended

Personal Injury, Property Damage or Advertising Injury expected or intended from the standpoint of the **Insured**. Provided that this Exclusion does not apply to:

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

3.8 Faulty Workmanship

Property Damage to any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the **Insured** or on the **Insured's** behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, provided this Exclusion shall not apply to **Personal Injury or Property Damage** resulting from such work.

3.9 Liquidated Damages, Fines & Penalties

- a) damages arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such terms;
- b) civil or criminal fines or penalties; or
- c) any punitive, aggravated or exemplary damages awarded against the **Insured**.

3.10 Libel & Slander

Personal Injury, Property Damage or Advertising Injury arising out of a libel, slander or defamation:

- a) made prior to the commencement of the **Policy Period**; or
- b) made by or at the **Insured's** direction with knowledge of the falsity or defamatory character thereof.

3.11 Loss of Use

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 3.11 b) 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**.

3.12 Nuclear & Radioactive Contamination

- a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

Provided this Exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively or incidental to ordinary industrial, educational, scientific or medical research.

3.13 Products Guarantee

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.

3.14 Product Recall

any cost or expense incurred or claimed for the recall, withdrawal, inspection, removal, repair, replacement, disposal or loss of use of the **Insured's Products** or of any property of which such **Products** form a part, if such **Products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3.15 Professional Liability

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** premises.

3.16 Property Owned or in the Insured's Physical or Legal Control

Property Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the **Insured** or otherwise in the **Insured's** care, custody or control other than:

- a) premises (or to contents therein) tenanted or temporarily occupied by the **Insured** for a period not exceeding 12 months for the purpose of carrying out works thereto or thereon. Provided no indemnity is granted for liability in respect of physical damage to or destruction of that part of any premises or contents on which the **Insured** is or has been working on if the physical damage or destruction arises from such work.
- b) **Vehicles** and their contents (not belonging to or used by or on behalf of the **Insured**) in the **Insured's** physical or legal control where such **Property Damage** occurs while any such **Vehicle** is in a car park owned or operated by the **Insured**. Cover under item 3.16 b) does not apply if the **Insured**, as part of their **Business**, owns or operates a car park for reward;
- c) directors', employees' and visitors' clothing and personal effects;
- d) goods, equipment, merchandise, and property other than real property, subject to cover being limited to a maximum of the sublimit of liability outlined in the schedule for Property in the Care, Custody and Control of the **Insured**

Provided that no indemnity is granted for liability assumed by the **Insured** under any contract or agreement which requires the **Insured** to effect material damage insurance on premises, property or goods not owned by the **Insured**.

3.17 Pollution

- a) the discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land, the atmosphere or any watercourse or body of water;
- b) the cost of removing, monitoring, testing, containing, treating, detoxifying, neutralising, nullifying or cleaning up **Pollutants** discharged, dispersed, released or escaped into or upon land, the atmosphere or any watercourse or body of water; or
- c) the cost of preventing the escape of **Pollutants**.

This Exclusion shall not apply where the claim for **Compensation** arises from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a clearly identifiable point in time and place and occurs outside of **North America**.

3.18 Silica

Personal Injury or **Property Damage** directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form.

3.19 Terrorism

Terrorism including, but not limited to any contemporaneous or ensuing **Personal Injury** or **Property Damage** caused by fire, looting or theft.

3.20 Vehicle

Personal 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 **Vehicle** which is registered or in respect of which insurance is required by virtue of any legislation or statutory scheme.

Provided that this Exclusion shall not apply to the **Insured's** liability for:

- a) **Personal Injury** or **Property Damage** arising from the actual loading, unloading, delivery or collection of goods to or from any **Vehicle** where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability;
- b) **Personal Injury** or **Property Damage** arising from the use of any **Tool of Trade** either on any site where the **Insured** is undertaking work or at the **Insured's** premises and where applicable legislation does not require insurance against such liability.

This proviso 3.20 b) does not extend cover to the use of any **Tool of Trade**, either on any site where the **Insured** is undertaking work or at the **Insured's** premises, whilst in transit or whilst being used for transport or haulage;

- c) **Personal Injury** where insurance required by any legislation does not provide indemnity and the lack of indemnity is not due to any breach of legislation relating to **Vehicles**.

3.21 War

war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, invasion or military or usurped power.

3.22 Watercraft

Personal Injury or **Property Damage** caused by or arising out of the ownership, possession, maintenance, operation or use by or on behalf of the **Insured** of any **Watercraft** exceeding 20 metres in length, or **Hovercraft**, provided that this Exclusion shall not apply with respect to:

- a) **Watercraft** or **Hovercraft** used in operations carried out by an independent contractor for whose conduct the **Insured** is legally liable; or
- b) **Watercraft** or **Hovercraft** owned and operated by others and used by the **Insured** for entertainment purposes related to the **Business**; or
- c) hand propelled or sailing craft, but only where such craft is sailing or operating in Australian territorial or inland waters.

3.23 Workers' Compensation & Employers' Liability

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**.

4. Conditions

4.1 Alteration of Risk

The **Named Insured** shall notify **us** in writing within 30 days of any material changes to the description of the **Business** stated in the Policy Schedule or any other material change affecting the facts or circumstances existing at the commencement of or during the **Policy Period**, or at any subsequent renewal date. **We** reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such change in the description of the **Business** or the facts and circumstances affecting it.

4.2 Assignment

This Policy and any rights hereunder cannot be assigned without **our** prior written consent.

4.3 Assistance & Co-operation

The **Insured** shall co-operate with **us** and provide all assistance that might be reasonably be requested in all matters relating to this Policy. This may include, but is not limited to attending hearings and trials, assisting in the preparation of evidence, preserving any product, plant or other item which may be necessary as evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

4.4 Audit

We may audit and examine the **Insured's** books and records as they relate to this Policy at any time during the **Policy Period** and within three years after the final expiration or termination of this Policy but only with regard to matters which in **our** opinion are relevant to the Policy.

4.5 Cancellation

This Policy may be cancelled at any time at the written request of the **Named Insured** in which case **we** shall be entitled to retain the pro rata proportion of the premium plus 30% of the premium for the unexpired **Policy Period**.

We may cancel this Policy in accordance with Sections 60 and 61 of the Insurance Contracts Act 1984 (Cth.) in which case **we** shall be entitled to retain the pro-rata proportion of the premium. However, if any Claims have been notified to **us** during the relevant **Policy Period** and prior to the date of cancellation, no refund of premium shall be made to the **Named Insured**.

4.6 Changes

This Policy can be changed only by a written endorsement that **we** make to this Policy.

4.7 Choice of Law & Forum

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

4.8 Cross Liability

If the **Insured** comprises more than one party, **we** will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each, provided that **our** total liability for liability sustained by any or all of the **Insureds** shall not exceed the Limit of Liability stated in the Policy Schedule.

4.9 Currency

All premiums and payments made on Claims or losses are payable at the place and in the currency of the country where the Policy was issued unless otherwise agreed in writing by **us** or **our** authorised representative.

4.10 Duties in the Event of an Occurrence or Claim

Upon the happening of an **Occurrence** which may give rise to a Claim for **Compensation** under this Policy, the **Insured** must:

- a) as soon as reasonably practicable:
 - (i) notify **us** of such **Occurrence**;
 - (ii) provide in writing as required all particulars and information **we** may request;
- b) immediately:
 - (i) on receipt, forward to **us** every letter, Claim or other document served on the **Insured** or their representative;
 - (ii) notify **us** of any impending prosecution, inquest, fatal inquiry or proceedings in any court;
- c) as **we** may require:
 - (i) retain anything connected therewith;
 - (ii) provide all assistance;
- d) promptly take at the **Insured's** own expense all reasonable steps to prevent other **Personal Injury, Property Damage** or **Advertising Injury** arising out of the same conditions. Such expense shall not be recoverable under this Policy.

The **Insured** shall not:

- a) make any admission of liability;
- b) take any action which may be construed as an admission of liability;
- c) repudiate or settle any Claim; or
- d) waive any rights of recovery without **our** prior written consent.

We have the right to:

- a) defend any Claim for **Compensation** against the **Insured** by:
 - (i) taking over and conducting the defence or settlement of any Claim;
 - (ii) prosecuting for **our** own benefit any Claim for indemnity or damages or otherwise in the name of the **Insured**;
- b) have subrogation of all the **Insured's** rights of recovery against any person or organisation, whether before or after indemnification by **us**;
- c) exercise full discretion in the conduct of any legal proceedings and in the settlement of any Claim whether before or after indemnification by **us**.

4.11 Fraudulent Claim

If the **Insured** shall make any application for indemnity under this Policy or submit any initial or final statement of loss or Claim knowing that such application or such initial or final statement of loss or Claim is false or fraudulent, **we** shall refuse, to the extent of such falsity, to indemnify the **Insured** for any loss or Claim arising from such application or submission.

4.12 Interpretation

The headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage. Words and expressions in the singular include the plural and vice versa. Words that are bolded with the exception of headings have special meaning and are defined. Words that are not specifically defined in the Policy have the meaning normally attributed to them.

Any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning whenever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

4.13 How the Insurance Contracts Act (Cth) may affect 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 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.

4.14 Inspection

We have the right, but are not obligated, to inspect the **Insured's** premises and operations at any time without prior notice to the **Insured** subject to which **we** will use reasonable endeavours to give the **Insured** reasonable notice of any intended inspection. The **Insured** will allow **us, our** agents, representatives, employees or consultants (hereinafter referred as the "Surveyor"):

- a) access to its premises and other places of **Business**; and
- b) to conduct such enquiries as the Surveyor deems necessary, including (without limitation) by way of interviews with **Employees**; and generally
- c) provide all reasonable co-operation and assistance as **we** or the Surveyor may require in the conduct of the survey.

We may give the **Insured** 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 the **Insured's Employees** or the public. **We** do not warrant the health and safety conditions of the **Insured's** premises or operations or represent that the **Insured's** premises or operations comply with laws, regulations, codes or standards.

4.15 Notice & Authority

It is agreed that the **Named Insured** acts on behalf of all **Insureds** with respect to the exercise of all their rights and the discharge of all their duties in respect of this Policy.

4.16 Notices

Except as indicated to the contrary herein, all notices, applications, demands or requests provided for in this Policy will be in writing and will be given to or made upon either party at its address shown in the Policy Schedule.

4.17 Observance

By accepting this Policy, the **Named Insured** agrees that the statements in the Proposal, broker submission and any attachments are accurate and complete and acknowledges that **we** have issued this Policy in reliance upon those representations.

4.18 Occurrence, Claim within Deductible

We have the right to assume the defence of any Claim for **Compensation** whether or not the Claim is considered to fall within the Deductible by the **Insured**.

4.19 Premium

Unless otherwise provided, the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Condition 4.1 Alteration of Risk.

4.20 Reasonable Care

The **Insured** shall take all reasonable care to prevent **Personal Injury, Property Damage** or **Advertising Injury** and to maintain premises, plant and all other **Business** assets in good repair.

The **Insured** shall make good or remedy any defect or danger and take such additional precautions as may be required as soon as possible after discovery, but such expenses shall not be recoverable under this Policy.

4.21 Reference to Statute

References to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision.

4.22 Sanctions

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose **us, our** parent company or **our** ultimate controlling entity if to do so would be in breach of any law or regulation.

4.23 Severability, Construction & Conformance to Statute

- a) If any provision contained in this Policy is, for any reason, held to be invalid, illegal or unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provision of this Policy.
- b) If any provision contained in this Policy is for any reason held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c) Any provisions of this Policy which are in conflict with the statutes or regulations of the state or country wherein this Policy is issued are hereby amended to conform to such statutes or regulations.

4.24 Statutory Requirements

The **Insured** will take all reasonable measures to comply with all statutory obligations and regulations imposed by any statutory or governmental authority.

4.25 Subrogation

If **we** make any payment under this Policy, **we** shall be subrogated to all rights of recovery of the **Insured**, and **we** shall be entitled to pursue and enforce such rights in the name of the **Insured** who shall provide **us** with all reasonable assistance and co-operation including the execution of any necessary instruments and papers. The **Insured** shall do nothing to prejudice these rights. Any such amount recovered in excess of **our** total payment shall be returned to the **Insured** less the cost to **us** of such recovery.

5. BusinessGuard Standard Extensions

Indemnity to Principals

It is hereby noted and agreed that, subject to the provisions set out in this Extension and all the terms and conditions of the Policy, the following additional subparagraph is added to Definition 2.12 (“Insured”) in the Policy:

- a) any **Principal** to whom the **Insured**, designated in subparagraphs a) and b) above, is obligated by written contract or agreement to provide insurance, but only in respect of the **Principals** liability arising out of operations conducted by the **Insured** or on their behalf, and only to the extent required by such contract or agreement and in any event only for such coverage and Limit of Liability as provided by this Policy.

Executive Accidental Death Cover

1. Insurance Cover

It is hereby noted and agreed that, subject to the provisions set out in this Extension and all the terms and conditions of the Policy, **we** will pay \$50,000 to the **Named Insured** in the event of the **Accidental Death** of an **Insured Executive** during the **Policy Period**.

2. Definition applicable to this Executive Accidental Death Cover Only

In addition to all of the other Definitions contained in this Policy the following apply to this Extension only:

Term(s)	Meaning
Accidental Death	means (i) death resulting from an accident caused by sudden, violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition; (ii) death resulting from exposure to the elements. Accidental Death does not mean death arising out of sickness or disease.
Insured Executive	means any natural person who: (i) is aged between 18 years and 75 years; and (ii) is a validly appointed member of the board or one of its committees or holds an executive position with managerial responsibilities of the Named Insured ; at the time of their Accidental Death .

3. Extension

Disappearance of an Insured Executive

If an **Insured Executive** disappears during the **Policy Period** and after 12 months it is reasonable for **us** to believe that the **Insured Executive** has suffered an **Accidental Death**, **we** will pay to the **Named Insured** the benefits specified under the above Insuring Clause, subject to receiving a signed undertaking from the **Named Insured** that any such **compensation** shall be refunded to **us** if it is later demonstrated that the **Insured Executive** did not in fact suffer **Accidental Death**.

4. Exclusions applicable to this Executive Accidental Death Cover only

We will not be liable for the **Accidental Death** of an **Insured Executive** which arises out of the **Insured Executive**:

- (a) engaging in any aerial activity, except as a passenger (and not as a pilot or crewmember) in any aircraft licensed to carry passengers;
- (b) committing suicide or criminal or illegal act;
- (c) being pregnant, giving birth or having a miscarriage;
- (d) having Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;
- (e) training for or participating as a professional in any sport;
- (f) racing in or on any motor powered device;
- (g) being in control of any motor powered device whilst having a blood alcohol level over the prescribed legal limit or being under the influence of any other drug, unless it was prescribed by a legally qualified medical practitioner;
- (h) being exposed to radioactive materials in any form whatsoever whether occurring naturally or otherwise; or
- (i) being in any way involved, directly or indirectly, in war or any consequence of war (whether declared or not), invasion, civil war or act of terrorism.

5. Conditions

5.1 Aggregate Limit

The total amount payable by **us** under Insurance Clause 1 of this Extension during the **Policy Period** shall not exceed \$50,000 in the aggregate. This amount is payable in addition to the Policy **Limits of Liability** available.

5.2 Individual Terminations

Cover under this Extension in respect of any **Insured Executive** will immediately terminate during the **Policy Period** in the event that the **Insured Executive**:

- (a) resigns or is dismissed from the board of the **Named Insured**; or
- (b) attains the age of 75 years.

5.3 Claims Procedure

The **Named Insured** must give written notice of a claim under this Extension (including proof of identity and supporting medical evidence in the form required by **us**) within 30 days of the **Accidental Death** of an **Insured Executive** or as soon thereafter as is reasonably possible.

Extortion Cover

1. Insurance Cover

We will indemnify the **Named Insured** for **Consultants & Advisors Costs** arising from an **Extortion** occurring during the **Policy Period**, reported to **us** pursuant to the provisions of this Extension and which the **Named Insured** first had knowledge of the occurrence of the **Extortion** during the **Policy Period**.

2. Exclusions

In addition to all of the other Exclusions contained in this Policy, **we** will not be liable for **Consultant & Advisors Costs** related to any **Extortion** cause by or resulting either directly or indirectly from:

- 2.1 the fraudulent, dishonest or criminal acts of any **Insured** or any person authorised by the **Insured** to have custody of **Ransom Monies**. This Exclusion does not apply to the payment of **Ransom Monies** by the **Named Insured** in a situation where local authorities have declared such payment to be illegal; or
- 2.2 actual loss of or damage to property of any description, including intellectual property, as a result of an **Extortion** or the carrying out of a **Property Damage Extortion** threat.

3. Definition applicable to this Executive Accidental Death Cover Only

In addition to all of the other Definitions contained in this Policy the following apply to this Extension only:

Term(s)	Meaning
Confidential Information Extortion	means any threat or connected series of threats for the purpose of demanding Ransom Monies communicated to the Named Insured to reveal a Trade Secret or other Proprietary Information of the Named Insured .
Consultants and Advisors Costs	means fees and costs of security or public relations consultants or advisors hired with the Company's prior written consent to assist the Insured in responding to an Extortion .
Extortion	means only Property Damage Extortion , or Confidential Information Extortion .
Insured Person	means any director, officer or employee of the Named Insured .
Premises	means that portion of any building occupied by the Named Insured as a place to conduct business or a residence occupied by any Insured Person .
Product Tampering	means any actual or threatened, intentional, malicious and wrongful alteration or contamination of any goods or products manufactured, handled or distributed by the Named Insured .

Term(s)	Meaning
Property Damage Extortion	means any threat or connected series of threats for the purpose of demanding Ransom Monies communicated to the Named Insured to: (i) damage physically or pollute any Premises or other real or personal property owned by the Named Insured , leased by the Named Insured , or for which the Named Insured is legally liable, including fixtures, machinery, or equipment located therein, livestock, fine art, but not including computer hardware or software; and/or (ii) commit a Product Tampering .
Proprietary Information	means any confidential, private or secret information unique to the Named Insured or the Named Insured's Business .
Ransom Monies	means any monies which the Named Insured has paid or lost as a direct result of an Extortion which is covered under this Endorsement. The term monies as used herein includes cash, monetary instruments, bullion or the fair market value of any securities, property or services.
Trade Secret	means a secret process, formula, tool, mechanism, or compound known to the Named Insured , but not patented, which is used directly to produce some article of trade having a commercial value.

4. Conditions

4.1 Confidentiality

The **Named Insured** will use all reasonable efforts not to disclose the existence of this Extension. This condition also applies to any insurance in excess of this Extension or any other insurance.

4.2 Crisis Consultants

In the event of an incident, situation or **Occurrence** which may give rise to an **Extortion**, then as part of the Policy coverage and under a special arrangement with **us, we** will:

- (a) make available on a priority basis, specialist crisis management and/or crisis communications consultants nominated by **us** or, if requested by the **Named Insured**, consultants of the **Named Insured's** choice who **we** provide **our** prior written consent to use, to advise, inform and assist the **Named Insured**; and
- (b) pay the reasonable and necessary fees and expenses of the said consultant/s.

As part of this special arrangement, **we** have dedicated a 24-hour crisis response contact telephone number which the **Named Insured** may contact in the event of an incident, situation or occurrence which may give rise to an **Extortion**, as follows:

Phone: 0011 1 817 826 7000

International Access Code From

Australia: 0011 Country Code: 1

Area Code: 817

Local Number: 826 7000

This number is a dedicated crisis response contact and should only be used for notification of an incident, situation or **Occurrence** which may give rise to an **Extortion**. Callers will speak directly to or receive an immediate call back from **our** experienced consultants who are available to nominate specialist external crisis management or crisis communications consultants or consider any request (to be confirmed in writing) by the **Named Insured** concerning the use of the **Named Insured's** preferred consultants. Following notification of an incident, situation or occurrence which may give rise to an **Extortion**, the consultants will be available to be with the **Named Insured** as soon as travel time permits.

Notwithstanding anything to the contrary or endorsed thereon, in the event of an incident, situation or occurrence which may give rise to an **Extortion**, the **Named Insured** shall provide immediate notification to:

The Claims Manager

AIG Australia Limited

Level 19, 2 Park Street

Sydney, NSW, 2000, Australia

Telephone: 02 9240 1711

It is understood and agreed that:

- (a) the crisis management consultant will be appointed to perform crisis management services and/or the crisis communications consultant will be appointed to perform public relations services;
- (b) the consultants are retained to advise, inform and assist the **Named Insured** in the event of a crisis incident, situation or occurrence which may give rise to an **Extortion** and to enable the **Named Insured** to manage and respond to the said crisis;
- (c) the consultants role is limited to providing immediate assistance and guidance to the **Named Insured** to enable the **Named Insured** to manage and minimise the effects of a crisis incident, situation or occurrence which may give rise to an **Extortion**;
- (d) the consultants have no authority on behalf of **us** to make any admissions which may prejudice **our** rights or to deal with matters concerning Policy coverage or the application of any facts and circumstances of any crisis incident, situation or occurrence which has been notified and which may give rise to an **Extortion** to the Policy terms, conditions and exclusions;
- (e) the consultants shall give such information and assistance to **us** as **we** may reasonably require to enable **us** to investigate and determine **our** liability to indemnify under the Policy;
- (f) the provision and/or the use of these services is not, is not intended to be and shall not be regarded as an admission of or an acceptance by **us** of any liability to indemnify the **Named Insured** under the Policy and is without prejudice to all of **our** rights under the terms, conditions and exclusions of the Policy;
- (g) notification to the dedicated crisis response contact number of an incident, situation or occurrence which may give rise to an **Extortion** does not constitute a notification under the Policy and the **Named Insured** must comply with the Policy terms and conditions concerning Notice of Loss in Condition 4.6 of this Extension.
- (h) upon notification to the **Named Insured** by **us** that liability to indemnify is not accepted, **we** will no longer have any liability under this endorsement and **we** will not pay any fees or expenses of the said consultant/s which are incurred after such notification is given.

4.3 Deductible

Except as stated to the contrary, the **Deductible** stated in Item 5 of the Schedule will apply to each and every loss. The **Deductible** is to be borne by the **Named Insured** and remain uninsured.

4.4 Limits of Liability

For all **Consultants & Advisor Costs** during the **Policy Period** the maximum limit and aggregate limit of **our** liability will not exceed \$100,000 any one **Extortion** and in the annual aggregate. All Losses will be deemed to have been incurred during the **Policy Period** in which the **Extortion** occurred.

4.5 Non-Accumulation of Liability

Regardless of the number of years this Policy will continue in force, and of the number of premiums, which will be payable or paid or of any other circumstances whatsoever, the liability of **us** under this Policy with respect to any loss(es) will not be cumulative from year to year or period to period. When there is more than one **Named Insured**, the aggregate Limit of Liability of **us** for loss(es) sustained by any or all of them will not exceed the amount for which **we** would be liable if all loss(es) were sustained by any one of them.

4.6 Notice of Loss

The **Named Insured** shall give written notice to **us** immediately after the **Named Insured** becomes aware of an **Extortion** or of any incident which may give rise to an **Extortion** whichever is the sooner.

4.7 Recoveries

In the event of any payment under this Policy, all recoveries, net of the actual cost to **us** of recovery, will be distributed firstly to **us** for all amounts paid by **us** under this Policy and any remainder will be paid to the **Named Insured**.

4.8 Statement of Loss

The **Named Insured** will file a detailed, written and sworn statement of loss with **us** as soon as possible after the date of loss.

4.9 Subrogation

In the event of any payment under this Policy, **we** will be subrogated to the **Named Insured's** or **Insured Person's** rights of recovery. The **Named Insured** or **Insured Person** will execute all documents required and will do everything necessary to secure and preserve such rights including the execution of any documents necessary to enable **we** effectively to bring suit in the name of the **Named Insured**.

Kidnap & Ransom Cover

1. Insurance Cover

We will indemnify the **Named Insured** for Covered Losses due to **Kidnapping** of an **Insured Person**, first commencing during the **Policy Period** and reported to us in writing during the **Policy Period** pursuant to the provisions of this Extension.

2. Covered Losses

We will indemnify the **Named Insured** for the following Covered Losses:

2.1. Ransom Monies Paid

2.2. In-Transit/Delivery

2.3. Extra Expenses

2.4. Consultants & Advisor Costs

3. Territory

This endorsement applies to incidents anywhere in the world except Iraq, Iran, Myanmar (Burma), Sudan, Cuba, Mexico, the Philippines or South America.

4. Exclusions

In addition to all of the other Exclusions contained in this Policy, we will not be liable for loss caused by or resulting either directly or indirectly from or involving:

- 4.1 the fraudulent, dishonest, or criminal acts of the **Named Insured**, any **Insured Person**, or any person authorized by the **Named Insured** to have custody of **Ransom Monies**. This Exclusion will not apply to the payment of **Ransom Monies** by the **Named Insured** or **Insured Person** in a situation where local authorities have declared such payment illegal;
- 4.2 monies or property surrendered away from the **Premises** in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay a demand for **Ransom Monies** previously communicated to the **Named Insured** or **Insured Person**;
- 4.3 monies or property surrendered on the **Premises**; or
- 4.4 any medical or ancillary expenses, the payment of which would constitute “health insurance Business” as defined under the National Health Act, 1953 (Cth).

5. Definitions

In addition to all of the other Definitions contained in this Policy the following apply to this Extension only:

Term(s)	Meaning
Consultants and Advisor Costs	means fees and costs of security or public relations consultants or advisors hired with Our prior written consent to assist the Named Insured in responding to a Kidnapping .
Extra Expenses	means any reasonable and necessary expenses incurred and paid by the Named Insured or an Insured Person solely and directly as a result of a Kidnapping covered under this Policy , and is limited to: <ul style="list-style-type: none"> a) the amount paid by the Named Insured or Insured Person as reward to an Informant for information relevant to any Kidnapping; b) interest costs for a loan from a financial institution made to the Named Insured or Insured Person for the purpose of paying Ransom Monies; c) costs of travel and accommodations as follows: <ul style="list-style-type: none"> i. costs incurred by the Named Insured or Insured Person while attempting to negotiate an incident covered under a Kidnapping; ii. travel costs of a Victim to join their immediate family upon their release, and the travel costs of an employee to replace the Victim; and iii. travel costs to evacuate, or hotel costs of, an Insured Person and/or Relatives living in the same household as the Insured Person who is the Victim;

Term(s)	Meaning
Extra Expenses (cont.)	<p>d) salary, which shall mean the following:</p> <ul style="list-style-type: none"> i. the amount of remuneration previously paid by the Named Insured at an annual rate including but not limited to average bonuses, commissions, cost of living adjustments or foreign tax reimbursements the Insured Person would normally receive, including contributions to pension and benefit programs (at the level in effect on the date of the Kidnapping) which the Named Insured continues to pay to or on behalf of the Insured Person for the duration of the Kidnapping. Salary will be paid until the earliest of the following: <ul style="list-style-type: none"> 1. up to thirty (30) days after the release of the Insured Person if the Insured Person has not yet returned to work; or 2. discovery of the death of the Insured Person; or 3. one hundred and twenty (120) days after we receive the last credible evidence that the Insured Person is still alive; or 4. sixty (60) months after the date of the Kidnapping; ii. the amount of remuneration, paid by the Named Insured at an annual rate, of an individual newly hired to conduct the specific duties of the Insured Person while he/she is absent due to a Kidnapping, for so long as the Insured Person's own salary under (i.) above is covered; <p>e) medical services and hospitalization costs, to the extent that the payment of same does not constitute "health insurance Business" as defined in the <i>National Health Act, 1953</i> (Cth) which are incurred by an Insured Person and paid by the Named Insured as the result of a Kidnapping within thirty-six (36) months of the release of the Victim. These include but are not limited to any costs for treatment by a neurologist or psychiatrist, costs for cosmetic surgery, and expense of confinement for such treatment. Coverage under this paragraph is also extended to other persons involved in the handling or negotiation of a Kidnapping;</p> <p>f) fees and expenses of independent forensic analysts engaged by the Named Insured;</p> <p>g) personal financial loss suffered by an Insured Person solely and directly as the result of their physical inability to attend to personal financial matters while a Victim of a Kidnapping, (or while involved with the handling or the negotiation of the same). Coverage will include but not be limited to loss which results from the person's failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay off personal loans or a mortgage. Claims will be payable to the Named Insured where it has indemnified the Insured Person for these losses;</p> <p>h) fees and expenses of a qualified interpreter assisting the Named Insured or Insured Person in the event of a Kidnappings;</p> <p>i) increased costs of security due to a Kidnapping including but not limited to hiring of security guards, hiring of armoured vehicles and overtime pay to existing security staff, for a period of up to 90 days, provided however that a specialist consultant has specifically recommended such security measures;</p> <p>j) rest and rehabilitation expenses, including travel, lodging, meals and recreation of the Victim and a spouse and/or children;</p> <p>k) job retraining costs for the Victim, including but not limited to salary (as defined in d) above) of the Victim while being retrained and costs of external training courses.</p> <p>The expenses covered by this Policy shall be the net expenses incurred and paid by the Named Insured after subtracting any input tax credit to which the Named Insured is or shall become entitled to after incurring the expense.</p>
Informant	means any person, other than an Insured Person , providing information not otherwise obtainable, solely in return for a reward offered by the Named Insured .
Insured Person(s)	means the Named Insured listed in Item 1 of the Schedule and any director, officer or employee of the Named Insured , including a Relative of any aforementioned director, officer or employee.
In-Transit/Delivery	means loss due to destruction, disappearance, confiscation or wrongful appropriation of Ransom Monies while being delivered to person(s) demanding the Ransom Monies by anyone who is authorized by the Named Insured or an Insured Person to have custody of them; provided, however, that the Kidnapping which gave rise to the delivery is covered under this Policy .

Term(s)	Meaning
Kidnapping	means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more Insured Persons (except a minor by his or her parent) for the purpose of demanding Ransom Monies .
Named Insured	means any natural or legal person, sole proprietorship, partnership or corporation stated in Item 1 of the Schedule.
Policy Period	means the period stated in Item 3 of the Schedule.
Premises	means that portion of any building occupied by the Named Insured as a place to conduct business or a residence occupied by any director, officer or employee of the Named Insured who is listed in Item 1 of the Schedule.
Ransom Monies	means any monies which the Named Insured or an Insured Person has paid (or lost in-transit/delivery) as a direct result of a Kidnapping or alleged Kidnapping of an Insured Person . The term 'Monies' includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.
Ransom Monies Paid	means Ransom Monies paid with our written consent by the Named Insured or an Insured Person resulting directly from a Kidnapping occurring during the Policy Period .
Relative	means a spouse or defacto partner, child, step-child, legally adopted child, foster child, spouse or defacto partner of a child, grandchild, sister, brother, parent, parent-in-law, grandparent or grandparent-in-law, adoptive parent, step-parent, or sibling of any Insured Person .
Victim	means an Insured Person who is the subject of a Kidnapping .

6. Conditions

In addition to all of the other Conditions contained in this Policy the following Conditions apply to this Extension only:

6.1 Action Against Company

No suit, action or proceeding for recovery of any loss under this Policy will be sustainable in any court of law, equity or other tribunal unless all the requirements of this Policy are complied with and it is commenced within twelve (12) months after a statement of loss has been filed with **us** by the **Named Insured**.

6.2 Confidentiality

The **Named Insured** will use all reasonable efforts not to disclose the existence of this Endorsement. This condition also applies to any insurance in excess of this Extension or any other insurance.

6.3 Crisis Consultants

In the event of an incident, situation or **Occurrence** which may give rise to a **Kidnapping**, then as part of the Policy coverage and under a special arrangement with **us**, **we** will:

- make available on a priority basis, specialist crisis management and/or crisis communications consultants nominated by **us** or, if requested by the **Named Insured**, consultants of the **Named Insured's** choice who **we** provide **our** prior written consent to use, to advise, inform and assist the **Named Insured**; and
- pay the reasonable and necessary fees and expenses of the said consultant/s.

As part of this special arrangement, **we** have dedicated a 24-hour crisis response contact telephone number which the **Named Insured** may contact in the event of an incident, situation or occurrence which may give rise to a **Kidnapping**, as follows:

Phone: 0011 1 817 826 7000

International Access Code From

Australia: 0011 Country Code: 1

Area Code: 817

Local Number: 826 7000

This number is a dedicated crisis response contact and should only be used for notification of an incident, situation or occurrence which may give rise to a **Kidnapping**. Callers will speak directly to or receive an immediate call back from **our** experienced consultants who are available to nominate specialist external crisis management or crisis communications consultants or consider any request (to be confirmed in writing) by the **Named Insured** concerning the use of an **Named Insured's** preferred consultants. Following notification of an incident, situation or occurrence which may give rise to a **Kidnapping**, the consultants will be available to be with the **Named Insured** as soon as travel time permits.

Notwithstanding anything to the contrary or endorsed thereon, in the event of an incident, situation or occurrence which may give rise to a **Kidnapping**, the **Named Insured** shall provide immediate notification to:

The Claims Manager
AIG Australia Limited
Level 19, 2 Park Street
Sydney, NSW, 2000, Australia
Telephone: 02 9240 1711

It is understood and agreed that:

- (a) the crisis management consultant will be appointed to perform crisis management services and/or the crisis communications consultant will be appointed to perform public relations services;
- (b) the consultants are retained to advise, inform and assist the **Named Insured** in the event of a crisis incident, situation or occurrence which may give rise to a **Kidnapping** and to enable the **Named Insured** to manage and respond to the said crisis;
- (c) the consultants role is limited to providing immediate assistance and guidance to the **Named Insured** to enable the **Named Insured** to manage and minimise the effects of a crisis incident, situation or occurrence which may give rise to a **Kidnapping**;
- (d) the consultants have no authority on behalf of **us** to make any admissions which may prejudice **our** rights or to deal with matters concerning Policy coverage or the application of any facts and circumstances of any crisis incident, situation or occurrence which has been notified and which may give rise to a **Kidnapping** to the Policy terms, conditions and exclusions;
- (e) the consultants shall give such information and assistance to **us** as **we** may reasonably require to enable **us** to investigate and determine **our** liability to indemnify under the Policy;
- (f) the provision and/or the use of these services is not, is not intended to be and shall not be regarded as an admission of or an acceptance by **us** of any liability to indemnify an **Named Insured** under the Policy and is without prejudice to all of **our** rights under the terms, conditions and exclusions of the Policy;
- (g) notification to the dedicated crisis response contact number of an incident, situation or occurrence which may give rise to a **Kidnapping** does not constitute a notification under the Policy and the **Named Insured** must comply with the Policy terms and conditions concerning Notice of Loss in Condition 6.9 of this Extension.
- (h) upon notification to the **Named Insured** by **us** that liability to indemnify is not accepted, **we** will no longer have any liability under this endorsement and **we** will not pay any fees or expenses of the said consultant/s which are incurred after such notification is given.

6.4 Deductible

Except as stated to the contrary, the Deductible stated in Item 5 of the Schedule will apply to each and every loss. The Deductible is to be borne by the **Named Insured** and remain uninsured.

6.5 Kidnapping Conditions

In the event of a **Kidnapping** during the **Policy Period**, and in the case of a **Kidnapping**, prior to the payment of **Ransom Monies**, the **Named Insured** will make every reasonable effort to:

- (a) determine that the **Kidnapping** has actually occurred; and
- (b) give immediate oral and written notice to **us** with periodic and timely updates concurrent with activity occurring during the incident; and
- (c) if it appears to be in the best interest of the **Named Insured** or **Insured Person**, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.

6.6 Limits of Liability

For all Covered Loss during the **Policy Period** the maximum limit and aggregate limit of **our** liability will not exceed \$250,000 any one Covered Loss and in the annual aggregate. All Covered Losses will be deemed to have been incurred during the **Policy Period** in which the **Kidnapping** occurred.

The Sublimit of liability for the total of all **Ransom Monies Paid** and **In-Transit/Delivery** will be 10% of the **Limit of Liability** stated in the Schedule. This limitation does not increase the **Limit of Liability** as stated in the Schedule nor impose any additional Deductible on the **Insured**.

6.7 Non-Accumulation of Liability

Regardless of the number of years this Policy will continue in force, and of the number of premiums, which will be payable or paid or of any other circumstances whatsoever, the liability of **us** under this Policy with respect to any loss(es) will not be cumulative from year to year or period to period. When there is more than one **Named Insured**, the aggregate Limit of Liability of **us** for loss(es) sustained by any or all of them will not exceed the amount for which **we** would be liable if all loss(es) were sustained by any one of them.

6.8 Non-employee Directors

In the event that any director of the **Named Insured**, who is not an employee of it, is an **Insured Person** under any other similar Policy or policies issued by **us** (or by any other member or affiliated insurance company of the AIG.) and a loss involving that director is reported under this Policy and under one or more such other policies, then the aggregate liability of **us** and other member Company(ies) for each loss will not be cumulative and will not exceed the highest Limits of Liability applicable to each loss under any one of the policies.

6.9 Notice and Statement of Loss

The **Named Insured** shall:

- (a) give written notice to **us** immediately after the **Named Insured** becomes aware of a **Kidnapping** or of any incident which may give rise to a **Kidnapping** whichever is the sooner; and
- (b) file a detailed, written and sworn statement of loss with the Company as soon as possible after the date of loss.

END OF WORDING



American International Group, Inc. (AIG) is a leading global organisation. Building on 100 years of experience, today AIG member companies provide a wide range of property casualty insurance, life insurance, retirement products, and other financial services to customers in more than 80 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security. AIG common stock is listed on the New York Stock Exchange.

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