



# **General & Products Liability**

## Policy Wording



ShieldCover is a division of East West Insurance Brokers Pty Ltd. ABN 83 010 630 092 AFSL No. 230041

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

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## Important Information

This Policy and Your current Schedule are important. Please ensure that You read them carefully and keep them in a safe place.

The Policy, Your current Schedule and endorsements (if any), are Your contract with Us.

Where any word or – “WORDS WITH SPECIAL MEANING”, such word or expression shall bear that meaning wherever it may appear in the Policy.

Headings have been included for ease of reference. The terms and conditions of this Policy are not to be construed or interpreted by reference to such headings. If You have any questions regarding this Policy, please contact Your insurance broker.

### The Insurer

The Policy is underwritten by Certain Underwriters at Lloyd's led by AXIS Managing Agency Ltd, Syndicate 1686, located in the United Kingdom.

### ShieldCover

ShieldCover is a specialist division of East West Insurance Brokers Pty Ltd ABN 83 010 630 092, Australian Financial Services Licence No. 230041, established in 1984.

ShieldCover issues this Policy under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals. For all of the services that ShieldCover provides in relation to the Policy, it acts on behalf of the Insurer and not You.

ShieldCover can be contacted in the following ways:

Telephone: (07) 35109535  
Email: [hello@shieldcover.com.au](mailto:hello@shieldcover.com.au)  
Address: 19 Rosedale Street,  
Coopers Plains, QLD 4108

### Cooling-Off Period

We will refund all premiums for cover under this Policy if You request a cancellation of the Policy within 21 days of its commencement. To do this You must advise ShieldCover in writing (contact details on page 3). You are not entitled to a refund if You have made or are

entitled to make a claim under the Policy during the cooling-off period.

For cancellation outside of the cooling-off period please refer to the "General Conditions" section of this Policy for further information.

### How do We protect Your Privacy?

ShieldCover is committed to protecting the privacy of the personal information You provide to Us in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

We collect Your personal information to assess Your application for insurance, administer Your Policy and pay Your claims.

If You do not provide the information that We request, Your insurance application may not be accepted, or We may not be able to administer Your Policy or a claim. Also, You may breach Your duty of disclosure, the consequences of which are set out in the duty of disclosure section of this Policy wording.

We may need to share Your information with others to decide whether to accept Your Policy, administer Your Policy and manage and pay Your claims. To allow Us to do this, and to otherwise operate Our business Your personal information may be given to and used by the following:

The Insurer of this Policy is Certain Underwriters at Lloyd's and its own employees and agents. The Insurer is located in the United Kingdom. When Your information is disclosed to the Insurer it will be protected by the Data Protection Act 1998 (UK) which contains similar protection to the Australian Privacy Principles.

For more information about how Your insurer uses Your personal information please see their full privacy notice, which is available in the Privacy section of their website <https://www.lloyds.com> or in other formats on request.

Claims adjusters, lawyers and other people appointed by Us or the Insurer, or on Our behalf or the Insurer's behalf, for claims handling purposes.

By submitting Your personal information to Us, You agree to Us using and disclosing Your personal information this way. This consent to the use and disclosure of Your personal



information remains valid unless You alter or revoke it by giving Us written notice.

We may also use Your information to notify You about other products or promotions from time to time. We always give You the option of electing not to receive these communications. Please let Us know if You do not wish to receive this information.

If Your details or personal information changes You should notify Us in writing, so We can ensure that information We hold about You is accurate, complete and up-to-date.

For details of Our Policy on access to and collection of personal information We hold and how to make a complaint regarding privacy please download a copy of Our privacy Policy from Our website.

Complaints regarding privacy can be made to the Privacy Officer at ShieldCover on (07) 3510 9535 or by email to [privacy@shieldcover.com.au](mailto:privacy@shieldcover.com.au) or by letter addressed to the Privacy Officer, ShieldCover, 19 Rosedale St, Coopers Plains, Qld 4108.

## Your 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, that 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.

### If You do not tell Us something

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.

## Reminder – Your duty of disclosure

You have previously been given a notice informing You of Your duty of disclosure in relation to a general insurance contract.

This is a duty to tell Us about 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.

## General Insurance Code Of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au).

## Complaints and Disputes

If You have any concerns or wish to make a complaint in relation to this Policy, our services or Your insurance claim, please let us know and we will attempt to resolve Your concerns in accordance with our Internal Dispute Resolution procedure. Please contact ShieldCover in the first instance:

Complaints Manager ShieldCover  
Email: [hello@shieldcover.com.au](mailto:hello@shieldcover.com.au)  
Telephone: (07) 3510 9535  
Post: 19 Rosedale Street  
Coopers Plains QLD 4108

We will acknowledge receipt of Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days.

If we cannot resolve Your complaint to Your satisfaction, we will escalate Your matter to Lloyd’s Australia who will determine whether it will be reviewed by their office or the Lloyd’s UK Complaints team. Lloyd’s contact details are:



Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Level 16,  
1 Macquarie Place, Sydney  
NSW 2000

A final decision will be provided to You within 30 calendar days of the date on which You first made the complaint unless certain exceptions apply.

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3  
Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Service (UK) or You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

The Underwriters accepting this insurance agree that:

1. If a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
2. Any summons notice or process to be served upon the Underwriters may be served upon:  
Lloyd's Underwriters' General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000  
who has authority to accept service on the Underwriters' behalf;
3. If a suit is instituted against any of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance immediate notice should be given to:

ShieldCover  
Telephone: (07) 3510 9535  
Email: [claims@shieldcover.com.au](mailto:claims@shieldcover.com.au)  
Post: 19 Rosedale Street  
Coopers Plains QLD 4108

### In the Event of a Legal Dispute

In the event of any dispute arising in relation to any aspect of the Policy covered by Lloyd's, the underwriters will, at Your request, submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

Any summons notice or process served upon the underwriters at Lloyd's may be served on the Lloyd's Representative in Australia at:

Lloyd's General Representative in Australia,  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000

The Lloyd's Representative has authority to accept service and to enter an appearance on the underwriter's behalf, and is directed, at the request of the Policyholder, to give a written undertaking to the Policyholder that they will enter an appearance on the underwriter's behalf.

If a suit is instituted against any one of the underwriters at Lloyd's, all underwriters will abide by the final decision of any such Court or any competent Appellate Court.

### Australian Terrorism Insurance Act 2003 Notice

The underwriters have treated this insurance (or part of it) as an insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the ATIA deem cover certain policies and provide that the terrorism exclusion to which this insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.



Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The "Terrorism" exclusion to which this insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this insurance including applicable limits and deductibles remain unchanged.

If any or all of the underwriters have reinsured this insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

### Several Liability Notice

The subscribing insurers' obligation under contract of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### Claims Made

The Error and Omissions Benefit and the Product Recall Expenses Benefit operate on a 'claims made and notified' basis. This means that these optional additional benefits cover You for claims made against You and notified to Us during the Period of Insurance.

These optional additional benefits do not provide cover in relation to:

1. acts, errors or omissions actually or allegedly committed prior to the inception date or the Retroactive Date of this Policy.
2. claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous Policy.
3. claims made, threatened or intimated against You prior to the commencement of the Period of Insurance.

4. facts or circumstances of which You first became aware prior to the Period of Insurance, and which You knew or ought reasonably to have known had the potential to give rise to a claim under the Error and Omissions Benefit and the Product Recall Expenses Benefit.
5. claims arising out of circumstances noted on the proposal form for the current Period of Insurance or on any previous proposal form.

Where during the Period of Insurance, You give notice in writing to Us of any facts that may give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any claim subsequently made against You arising from those facts, notwithstanding that the claim is made after the expiry of the Period of Insurance. Any such rights arise under the legislation only.

The terms of the Error and Omissions Benefit and the Product Recall Expenses Benefit and the effect of the Error and Omissions Benefit and the Product Recall Expenses Benefit is that You are not covered for claims made against You after the expiry of the Period of Insurance.



# 1. Definitions – Words With Special Meaning

The following terms are defined for this Policy wording and will have the meanings set out below:

**Act of Terrorism** means:

an act, including but not limited to the use of force or violence or the threat of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government or to put the public, or any section of the public in fear.

**Advertising Injury** means:

injury arising out of:

1. defamation; or
  2. any breach of the misleading or deceptive conduct provisions of the Australian Consumer Law (Commonwealth) or any fair trading or similar legislation of any country, state or territory; or
  3. any infringement of copyright or passing off of title or slogan; or
  4. unfair competition, piracy, misappropriation of advertising ideas or style of doing business; or
  5. invasion of privacy;
- committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast.

For the purpose of this definition, the term "advertisement" means any manner of communication given to the public including by way of any form of print media, publication, telecommunication, radio or television broadcast, electronic mail, internet, World Wide Web, social media platforms or exhibit.

**Aircraft** means:

any craft or object designed to travel through air or space, other than model aircraft or unmanned inflatable balloons used for advertising or promotional purposes.

**Business** means:

the Business as described in the Schedule and also includes the following in connection with that Business:

1. any prior operations or activities which have ceased or have been disposed of but for which You may retain a legal liability.
2. the ownership of premises or the tenancy of such premises by You.
3. participation in any exhibition by You or on Your behalf.
4. the hire or loan of plant or equipment to other parties.
5. conducted tours of Your premises.
6. the provision of any sponsorships, charities, galas, first aid, medical, ambulance or firefighting services by You or on Your behalf.
7. private work undertaken by Your employees for any of Your directors, partners, proprietors, officers or executives.
8. the provision or management of any canteen, social or sporting clubs or educational, welfare or childcare facilities by You or on Your behalf, which are primarily for the benefit of Your employees.

**Communicable Diseases** means:

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

1. the substance or agent includes but is not limited to, a virus, bacterium, parasite or other organism or any variation, whether deemed living or not; and
2. the method of transmission, whether direct or indirect includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid, or gas or between organisms; and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

**Computer System** means:

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.



**Cyber Act** means:

an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident** means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**Data** means:

information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**Electronic Data** means:

facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instruction for such equipment.

**Employment Practices** means:

any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of Your employees.

**Error and Omissions Benefit** means:

the optional additional benefit in clause 2.5.3.

**Excess** means:

the first amount of each claim or series of claims arising out of any one Occurrence for which You are responsible. The Excess applicable to this insurance appears in the Schedule.

The Excess applies to all amounts for which We will be liable, including the indemnity provided by Insuring Clause 2.2 (Defence Costs and Supplementary Payments).

**General Liability** means:

Your legal liability in respect of Personal Injury or Property Damage or Advertising Injury happening in connection with the Business and caused by or arising out of an Occurrence other than Products Liability.

**Geographical Limits** means:

1. anywhere in the world except North America.
2. North America, but only with respect to:
  - 2.1 overseas business visits by any of Your directors, partners, officers, executives or employees, who are non-resident in North America, but not where they perform manual work in North America.
  - 2.2 Products exported to North America without Your knowledge.

**Hovercraft** means:

any vessel, craft or thing made or intended to transport persons or property over land or water supported on a cushion of air.

**Incidental Contracts** means:

1. any written rental or lease or hiring agreement of real or personal property, other than with respect to any term or condition contained in such rental, lease or hiring agreement that requires You to insure such property.
2. any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities.
3. any written contract with any railway authority for the loading, unloading or transport of Products, including contracts relating to the operation of railway sidings.
4. those contracts designated in the Schedule.

**Insurer** means:

Certain Underwriters at Lloyd's led by AXIS Managing Agency Ltd.

**North America** means:

1. the United States of America and the Dominion of Canada;



2. any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and
3. any country or territory subject to the laws of the United States of America or the Dominion of Canada.

**Occurrence** means:

an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage or Advertising Injury that is neither expected nor intended (except for the matters set out in clause 6 of the definition of Personal Injury) from Your standpoint.

With respect to Personal Injury or Property Damage, all events of a series consequent upon or attributable to one source or original cause will be considered to be one Occurrence.

All Advertising Injury arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) will be considered to be one Occurrence.

**Period of Insurance** means:

the Period of Insurance specified in the Schedule and any extension thereof which may be agreed in writing between You and Us, or until cancelled.

**Personal Injury** means:

1. bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish or mental injury;
2. false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
3. wrongful entry or wrongful eviction;
4. defamation or invasion of privacy, unless arising out of Advertising Injury;
5. discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by You or at Your direction, but only with respect to liability other than fines and penalties imposed by law;
6. assault and battery not committed by You or at Your direction, unless committed for the purpose of preventing or eliminating danger to persons or property.

In the event of Personal Injury claims arising from latent injury, latent sickness, latent disease, latent illness or latent disability, such injury, sickness, disease, illness or disability in respect of each claim will be considered to have occurred on the day such injury, sickness, disease, illness or disability was first medically diagnosed.

**Pollutants** means:

any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material. 'Waste material' includes materials that are intended to be recycled, reconditioned or reclaimed.

**Products** means:

anything manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, serviced, bottled, labelled, handled, sold, supplied, re-supplied or distributed, imported or exported, by You or on Your behalf (including Your predecessors in the Business), including any packaging or containers thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such Products and anything which, by law or otherwise, You are deemed to have manufactured in the course of the Business including discontinued Products.

**Products Liability** means:

Your legal liability in respect of Personal Injury or Property Damage caused by or arising out of any Products or the reliance upon a representation or warranty made at any time with respect to such Products; but only where such Personal Injury or Property Damage occurs away from premises owned or leased by or rented to You and after physical possession of such Products has been relinquished to others.

**Product Recall Expenses Benefit** means: the optional additional benefit in clause 2.5.2.

**Product Recall Expenses** means:

expenses incurred by You with Our written agreement in relation to effecting a recall of Your Product for:

1. preparation of (including obtaining external advice) and communication to Your clients or customers and to the general public for the purpose of warning them with regard to possible harm;



2. transportation of the Product to a place designated by You;
3. additional employee costs associated with the performance of duties associated with the recall;
4. acquiring additional temporary storage facilities if required; or
5. disposal of the Product and non-reusable packaging, subject to Our maximum liability for all such expenses as stated in the Schedule.

**Property Damage** means:

1. physical loss, destruction of or damage to tangible property, including the loss of use thereof at any time resulting therefrom; or
2. loss of use of tangible property which has not been physically lost, destroyed or damaged; provided that such loss of use is caused by or arises out of an Occurrence.

**Retroactive Date** means:

the retroactive date set out in the Schedule.

**Schedule** means:

the most current Schedule issued by Us to You in connection with this Policy and specifies the Business, the sections and benefits in force and details of the Limit(s) of Liability.

**Tool of Trade** means:

a Vehicle that has tools, implements, machinery or plant attached to or towed by the Vehicle and is being used by You at Your premises or on any Worksite.

Tool of Trade does not include any Vehicle whilst travelling to or from a Worksite or Vehicles that are used to carry goods to or from any premises.

**Vehicle** means:

any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

**Watercraft** means:

any vessel, craft or thing made or intended to float on or in or travel on or through water, other than model boats.

**We, Us, Our, Ourselves** means:

the Insurer named in the Schedule through its agent, ShieldCover.

**Worksite** means:

any premises or site where any work is performed for or in connection with the Business together with all areas surrounding such premises or site or all areas in between such premises or site that You shall use in connection with such work.

**You, Your, Insured**

Each of the following to the extent specified below:-

1. the person(s), corporations or other organisations specified in the Schedule; (the Named Insured)
2. all existing subsidiary or controlled corporations (including subsidiaries thereof) of any Named Insured incorporated in the Commonwealth of Australia or any other organisations under the control of the Named Insured;
3. all subsidiary or controlled corporations (including subsidiaries thereof) of the Named Insured or any other organisations under the control of the Named Insured incorporated in the Commonwealth of Australia and which are constituted or acquired by the Named Insured during the Period of Insurance.
4. Every subsidiary or controlled corporation or other organisation of the Named Insured which is divested during the Period of Insurance, but only in respect of claims made against such divested subsidiary or controlled corporation or organisation caused by or arising out of Occurrences insured against by this Policy, which occurred prior to the date of divestment.
5. Every past, present or future director, stockholder or shareholder partner, proprietor, officer, executive, employee or volunteer of the Named Insured while such persons are acting for or on behalf of the Named Insured or within the scope of their duties in such capacities.
6. Every principal in respect of the principal's liability arising out of:
  - a. The performance by or on behalf of the Named Insured of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy; or



- b. Any Products sold or supplied by the Named Insured, but only in respect of the Named Insured's own acts or omissions in connection with such Products and in any event only for such coverage and Limits of Liability as are provided by this Policy.

## 2. Insuring Clauses

### 2.1 What We Cover

We agree (subject to the terms, Claims Conditions, General Conditions, Exclusions, Definitions and Limits of Liability in this Policy) to pay to You or on Your behalf all amounts which You become legally liable to pay as compensation in respect of:

- 1. Personal Injury; or
- 2. Property Damage; or
- 3. Advertising Injury;

happening during the Period of Insurance within the Geographical Limits, in connection with the Business or Your Products and caused by or arising out of an Occurrence.

### 2.2 Defence Costs and Supplementary Payments

With respect to the indemnity provided by this Policy, We will:

- 1. defend, in Your name and on Your behalf, any claim or suit against You alleging compensation for such Personal Injury or Property Damage or Advertising Injury.
- 2. pay all charges, expenses and legal costs incurred by Us or by You at Our written request or with Our written consent:
  - a. in the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request, or
  - b. bringing or defending appeals in connection with such claim or suit.
- 3. pay:
  - a. all charges, expenses and legal costs recoverable from

- or awarded against You in any such claim or suit, and
- b. pre-judgment interest awarded against You on that part of the judgment payable by Us; and
- c. all interest accruing on Our portion of any judgment until We have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of Our liability.

- 4. pay expenses incurred by You for:
  - a. rendering first aid or surgical or medical or therapeutic relief to others at the time of any Personal Injury (other than any medical expenses, which We are prevented from paying by any law).
  - b. temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up or underpinning thereof.
  - c. purchasing or hiring or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.
- 5. pay all legal costs incurred by You with Our consent for representation of You at:
  - a. any coronial inquest or inquiry
  - b. any proceedings in any court or tribunal in connection with liability insured against by this Policy.
  - c. any Royal Commission or Government Enquiry arising out of any alleged breach of statutory duty, or other similar judicial enquiry into circumstances relating to any Occurrence, claim or potential claim which would be the subject of indemnity under this insurance.
  - d. any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.



Our liability under clauses 5c) and 5d) will not exceed \$250,000 in respect of any one claim or series of claims arising out of any one Occurrence.

The amounts of such Defence Costs and Supplementary Payments incurred in accordance with clause 2.2 are payable by Us in addition to the applicable Limit of Liability of this Policy.

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of Liability shown in the Schedule shall be inclusive of all Defence Costs and Supplementary Payments.

Where We are prevented by law or otherwise from making payments on Your behalf, We will indemnify You for legal liability incurred to the extent that the law allows and such liability is covered by this Policy.

In jurisdictions where We may not legally be permitted to, or cannot for any other reason, defend any claim or suit against You, We will reimburse You to the extent that the law allows for the expense of such defence incurred with Our written consent.

## 2.3 Limits of Liability and Excess

Subject to clause 2.2 above and clauses 2.4 and 3.20.5 below:

1. The Limit of Liability specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims for General Liability arising out of any one Occurrence.
2. The Limit of Liability specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance, for Products Liability.

The applicable Limit of Liability will not be reduced by the amount of any Excess payable by You.

## 2.4 Additional Benefit – Claims Preparation Costs

In addition to the amount of cover provided by this Policy, We will pay up to \$25,000 in

respect of each claim or series of claims arising out of any one Occurrence for necessary professional fees and such other expenses incurred by You for the preparation of a claim under this Policy.

The cover provided under this Additional Benefit operates in addition to and shall not in any way affect the cover provided under clause 2.2 of this Policy.

## 2.5 Optional Additional Benefit

We offer three optional additional benefits which We provide more information on in clause 2.5.1, 2.5.2 and 2.5.3. These optional additional benefits only apply to You if confirmed in Your Schedule and are subject to the application of the Policy's terms, definitions, exclusions, conditions and any endorsements attaching to the Policy (unless otherwise stated).

The optional additional benefits 'Product Recall Expenses Benefit' in clause 2.5.2 and 'Error and Omissions' in clause 2.5.3 operate on a 'claims made and notified' basis. Please see the 'Claims Made' section under 'General Information' for more information.

### 2.5.1 Products Exported to North America with Your Knowledge

The cover provided by this Policy is extended to include any judgment, award or settlement made within North America or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part, subject to the following additional terms and exclusions in respect of any such judgment, award or settlement:

1. cover only applies to Your legal liability in respect of Personal Injury and/or Property Damage that arises out of any Products exported to North America with Your knowledge.
2. cover is not provided for:
  - i. Personal Injury and/or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, emission, release or escape of Pollutants;
  - ii. the cost of removing, nullifying or clean up of Pollutants;
  - iii. the cost of preventing the escape of Pollutants;



- iv. any claim for compensation if in North America You have:
  - (a) any assets other than Products,
  - (b) a related or subsidiary company;
  - (c) any person or entity with power of attorney; or
  - (d) any franchisor or franchisee.

addition to the Limits of Liability specified in clause 2.3 of this Policy.

In addition to the "General Exclusions" in clause 5, the following exclusions apply to claims made in respect of this optional additional benefit:

### 2.5.2 Products Recall Expenses Benefit

We pay to You or on Your behalf any Product Recall Expenses necessary because the use or consumption of Your Product has resulted in or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property due to:

1. The accidental omission of a substance or the accidental introduction or substitution of a harmful or damaging substance in the manufacture of Your Product; or
2. Any unintentional error or deficiency in the manufacture, design, blending, mixing, compounding or labelling of Your Product; or
3. A ruling of a government or other regulatory body requiring You to recall any Product as a result of any of the matters set out in paragraphs 2.5.2(1) or 2.5.3(2) above.

1. For the Excess in respect of the first amount of each claim (or series of claims arising out of one originating cause) as specified in respect of this optional additional benefit.
2. For the cost incurred in the repair, alteration, treatment, modification, reconditioning or replacement of any Product (or part thereof).
3. Which form the subject of indemnity by any other section of this Policy and this section shall not be drawn into contribution with such other section.
4. Arising in connection with any Product prior to their unqualified acceptance by the Insured's immediate customer, which will be considered to mean the acceptance of, delivery by or on behalf of, the Insured's customer (where delivery to the Insured's customers is in stages and is recognised as such by the issue of delivery notes or the likely acceptance of each stage so recognized will be considered to have taken place) provided always that where a contract between the Insured and their customer provides a period of testing and/or commissioning, acceptance will not be considered to have occurred until completion of such testing and/or commissioning to the satisfaction of the customer.
5. For any Product supplied by or on behalf of the Insured prior to the Retroactive Date as specified in respect of this extension.
6. For any expenditure arising from Your decision to recall any Product:
  - a. which have not been delivered to customers by the Insured and which remain in the care, custody and control of You or Your parent or subsidiary companies;
  - b. solely as a result of their having been misdelivered or misdirected by or on behalf of the Insured;
  - c. where recall is brought about solely due to exposure to weather or due to external loss or damage or gradual

Coverage is subject to:

1. You first discovering during the Period of Insurance that the use or consumption of Your Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property; and
2. The bodily injury, death, illness or disability or physical damage to or destruction of tangible property being in respect of liability arising from Your Product; and
3. Our maximum liability in respect of this optional additional benefit for all demands during the Period of Insurance shall not exceed the amount stated in the Schedule.

The total of all payments made under this optional extension will be part of and not in



deterioration. This exclusion shall not apply where a defect in the Product supplied is merely exacerbated by exposure to weather or the passage of time.

7. Your liability to pay any import duties or customs or excise charges or value added tax incurred or payable before delivery of the Product.
8. For claims arising out of deliberate or alleged deliberate contamination, alteration or adulteration of any Product.

### 2.5.3 Error and Omissions

We will pay to You or on Your behalf all sums which You become legally liable to pay as compensatory damages in respect of direct financial loss solely and directly attributable to any negligent act, error or omission committed or alleged to have been committed by You or on Your behalf in connection with Your Products.

Coverage is subject to:

1. such act, error or omission occurring after the inception date or Retroactive Date of the Policy;
2. such act, error or omission occurring within the Geographical Limits;
3. a demand for compensatory damages being first made against You and notified to Us during the Period of Insurance;
4. Our maximum liability in respect of this optional additional benefit for all demands during the Period of Insurance shall not exceed the amount stated in the Schedule.

The total of all payments made under this optional extension will be part of and not in addition to the Limits of Liability specified in clause 2.3 of this Policy.

In addition to the General Exclusions in clause 5, the following exclusions apply to this optional additional benefit:

1. Any claim arising from any professional services provided which are not in the conduct of Your business as stated in the Schedule.
2. Any claim for the cost of recalling, withdrawing, replacing or repairing Products or of making any refund in the price for the Products.

3. Any claim made against any person who is, has been or may become during the Period of Insurance a principal, partner, director, a member of any ethics committee, employee or volunteer of You in respect of claims arising from work undertaken that is not on behalf of the Insured.
4. Any claim made by Your parent, subsidiary or associated company - unless the original claim emanates from an independent third party.
5. Any claim made against any insured party by another insured party.
6. Any claim arising out of or relating directly or indirectly from the insolvency or bankruptcy of the Insured.
7. Any claim arising out of the infringement of copyright, registered designs, trademarks or the passing off.
8. Any claim arising out of or relating directly or indirectly to loss of documents, breach of confidentiality, libel, slander or defamation.
9. Any claim arising as a result of advice imparted to a third party by the Insured for a fee.
10. Any claim arising in North America or in respect of any claims which would be subject to the jurisdiction of any court or competent jurisdiction within North America.

## 3. What We Exclude

We do not cover any liability:

### 3.1 Advertising Injury

for Advertising Injury:

1. resulting from statements made at Your direction with knowledge that such statements are false.
2. resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract.
3. resulting from any incorrect description of Products or services.
4. resulting from any mistake in advertised price of Products or services.
5. failure of Your Products or services to conform with advertised performance, quality, fitness or durability.



6. incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

### **3.2 Aircraft, Hovercraft or Watercraft**

for Personal Injury or Property Damage arising from:

1. the ownership, maintenance, operation or use by You of any Hovercraft or Aircraft.
2. the ownership, operation or use by You of any Watercraft exceeding ten (10) metres in length, except Watercraft owned by others and being used by You for the purposes of entertainment in connection with the Business.

### **3.3 Aircraft Products**

arising out of Your Products that are Aircraft or Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which to Your knowledge are incorporated in an Aircraft.

### **3.4 Asbestos**

directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

### **3.5 Breach of Professional Duty**

arising from the rendering of or failure to render any professional advice, service, consultation, design, specification, or instruction whether or not for a fee but this exclusion does not apply to legal liability:

- a. that is specifically covered by the "Error and Omissions" optional additional benefit; or
- b. in respect of Personal Injury or Property Damage arising from any professional advice, service, consultation, design, specification, or instruction which is provided without fee, charge or other benefit.

### **3.6 Communicable Disease**

all actual or alleged loss, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost,

expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purpose of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

### **3.7 Contractual Liability**

which has been assumed by You under any contract or agreement to:

1. effect insurance over property, either real or personal.
2. assume liability for Personal Injury or Property Damage regardless of fault,

This exclusion shall not apply with regard to:

- a. liabilities which would have been implied by law in the absence of such contract or agreement;
- b. liabilities assumed under Incidental Contracts;
- c. terms regarding merchantability, quality, fitness or care of Your Products which are implied by law or statute; or
- d. liabilities assumed under the contracts specifically designated in the Schedule or in any endorsement(s) to this Policy.

### **3.8 Cyber and Data**

For any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1. Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data, regardless of any other cause or event contributing concurrently or in any other sequence thereto.



In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion supersedes any other wording in the Policy or any endorsement hereto having a bearing on a Cyber Act, Cyber Incident or Data and, if in conflict with such wording, replaces it.

If We allege that by reason of this exclusion that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon You.

### 3.9 Damage to Products

for Property Damage to any Products where such damage is directly caused by a fault or defect in such Products. This exclusion shall be interpreted to apply with respect to damage to that part and only that part of such product to which the damage is directly attributable.

### 3.10 Defamation

for defamation:

1. resulting from statements made prior to the commencement of the Period of Insurance.
2. resulting from statements made at Your direction with knowledge that such statements are false.
3. incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

### 3.11 Electronic Data

arising out of:

1. the communication, display, distribution or publication of Electronic Data but not for Personal Injury or Advertising Injury arising from that communication, display, distribution or publication;
2. the total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of Electronic Data;
3. error in creating, amending, entering, deleting or using Electronic Data;
4. the total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

### 3.12 Employers Liability

1. for Bodily Injury to any Worker in respect of which You are or would be entitled to indemnity under any Policy of insurance, fund, scheme or self-insurance pursuant to or required by any legislation relating to Workers' Compensation or Accident Compensation whether or not such Policy, fund, scheme or self-insurance has been affected.

However, this exclusion does not apply to the extent that Your liability would not be covered under any such Policy, fund, scheme or self-insurance arrangement had You complied with Your obligations pursuant to such law.

2. imposed by:
  - a. the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement.
  - b. any law relating to Employment Practices.
3. Notwithstanding Exclusion 3.7 - Contractual Liability, Exclusions 3.12.1 and 3.12.2 shall not apply with respect to liability of others assumed by You under a written contract or agreement. For the purpose of Exclusions 3.12.1 and 3.12.2:
  - a. the term 'Worker' means any person employed or deemed to be employed by You pursuant to any Workers' Compensation Law. Voluntary workers, secondees and work experience students (if any) shall not be Your Workers for the purposes of this exclusion.
  - b. the term 'Bodily Injury' means bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish or mental injury.



### 3.13 Faulty Workmanship

for the cost of performing, completing, correcting or improving any work undertaken by You.

### 3.14 Loss from Defective Work or Product

1. For the cost of inspecting, preparing for repair, repairing, reconditioning, removing, replacing, or recalling Your Products or Your work which is or is alleged to be defective, faulty, or unsuitable. This exclusion does not apply to the "Product Recall Expenses" optional additional benefit.
2. For any damages for loss of use where such loss of use results solely from the defective or inadequate nature of Your Products or Your work where there has been no resulting Property Damage to property other than Your Products or Your work itself.

### 3.15 Fines, Penalties, Punitive, Exemplary or Aggravated Damages

for any fines, penalties, punitive, exemplary or aggravated damages.

### 3.16 Liquidated 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 clauses or warranties.

### 3.17 Loss of Use

for loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:

1. a delay in or lack of performance by You or on Your behalf of any contract or agreement; or
2. failure of any Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You; but this Exclusion 3.17.2 shall not apply to Your liability for loss of use of other tangible property resulting from sudden and accidental physical loss,

destruction of or damage to any Products or work performed by You or on Your behalf after such Products or work have been put to use by any person or organisation other than You.

### 3.18 Mould

arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:

- i. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores, or mycotoxins of any kind; or
- ii. any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigation, testing for, detection of, monitoring of, treating, remediating or removing such fungi, mould, spores or mycotoxins; or
- iii. any government or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or for dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.

### 3.19 Pollution

1. for Personal Injury or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere or any water course or body of water.
2. for any costs and expenses incurred in preventing the discharge, dispersal, release, seepage, migration or escape of, or, testing and monitoring for, containing, removing, nullifying, or cleaning up of, Pollutants.

However, with respect to any such liability which may be incurred anywhere other than North America, Exclusions 3.19.1 and 3.19.2 shall not apply where such discharge, dispersal, release, seepage, migration or



escape is caused by a sudden, identifiable, unintended and unexpected event from Your standpoint which takes place in its entirety at a specific time and place.

### **3.20 Property in Your care, custody or control**

for Property Damage to property in Your physical or legal care, custody or control.

This exclusion does not apply with regard to:

1. the personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of Your visitors.
2. premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, You for the purpose of the Business, but no cover is provided by this Policy if You have assumed the responsibility to insure such premises.
3.
  - a. premises (or their contents) temporarily occupied by You for the purpose of carrying out work in connection with the Business, or
  - b. any other property temporarily in Your possession for the purpose of being worked upon but no indemnity is granted for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work.
4. any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by You, whilst any such Vehicle is in a car park owned or operated by You as long as You do not operate the car park for reward, as a principal part of Your Business.
5. notwithstanding Exclusion 3.7 “Contractual Liability”, any property (except property that You own) not mentioned in Exclusions 3.20.1 to 3.20.4 above whilst in Your physical or legal care, custody or control whether or not You have accepted or assumed legal liability for such property. Our liability for such claims shall not exceed \$250,000 in respect of any one claim or series of claims arising out of any one Occurrence.

### **3.21 Property owned by You**

for Property Damage to property owned by You.

### **3.22 Product Guarantee**

for any Products warranty or guarantee given by You or on Your behalf, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information.

### **3.23 Product Recall Expenses**

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any Products where such Products are withdrawn or recalled from the market or from use by the Named Insured because of any known, alleged or suspected defect or deficiency in such Products.

But this exclusion does not apply to the extent coverage is provided under the Product Recall Expenses Benefit where You have selected this additional optional coverage.

### **3.24 Radioactive Contamination & Nuclear Exclusion**

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by, contributed to by or arising from:

1. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **3.25 Terrorism**

for loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Exclusion 3.25 also excludes loss, damage, liability, cost or expense of any nature directly



or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

### 3.26 Vehicles

for Personal Injury or Property Damage arising out of the ownership, possession or use by You of any Vehicle:

1. which is registered or which is required under any legislation to be registered, or
2. in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected);

but Exclusions 3.26.1 and 3.26.2 shall not apply to:

3. Personal Injury where:
  - a. that compulsory liability insurance or statutory indemnity does not provide indemnity, and
  - b. the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.
4. any Vehicle (including any tool, implement, machinery or plant forming part of or attached to or used in connection with such Vehicle) whilst being operated or used by You or on Your behalf as a Tool of Trade at Your premises or on any Worksite.
5. the delivery or collection of goods to or from any Vehicle.
6. the loading or unloading of any Vehicle.
7. any Vehicle temporarily in Your custody or control for the purpose of parking.
8. Property Damage caused by or arising out of the movement of any Vehicle (which is required to be Conditionally Registered in accordance with the law of any State or Territory in Australia) in the event of Your inadvertent and unintentional failure to effect Conditional Registration.

### 3.27 War

in respect of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or

amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## 4. Claims Conditions

### 4.1 Notification of Occurrence, Claim or Suit

You must give:

1. written notice to ShieldCover (contact details on page 3), as soon as reasonably practicable, of any claim made against You or any Occurrence that may give rise to a claim being made against You and which is covered by this Policy.
2. all such additional information that We may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents relating to the claim or Occurrence shall be forwarded to Us as soon as practicable after they are received by You.

### 4.2 Your Duties on the Event of an Occurrence, Claim or Suit

1. You must not, without Our written consent (which consent shall not be unreasonably withheld), make any admission, offer, promise or payment in connection with any Occurrence or claim.
2. You must use the best endeavours to preserve all property, Products, appliances, plant, and all other things which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation and, so far as may be reasonably practicable, no alteration or repair shall be effected without Our consent until We have had an opportunity of inspection.
3. You must, when so requested, provide Us with details of any other insurances current at the time of any Occurrence, or Personal Injury or Property Damage or Advertising Injury and covering any of the liability insured by this Policy.



### 4.3 Our Rights Regarding Claims

1. Following the happening of any Occurrence in respect of which a claim is, or may be, made under this Policy, We shall have full discretion in the conduct of any proceedings in connection with any claim. You must give such information and assistance that We may reasonably require in the prosecution, defence or settlement of any claim.
2. We may at any time pay to You, in respect of all claims against You arising directly or indirectly from one source or original cause:
  - a. the amount of the Limit of Liability or such other amount specified in respect thereof (after deduction of any sum(s) already paid by Us, which sum(s) would reduce the amount of Our unfulfilled liability in respect thereof); or
  - b. any lesser sum for which the claim(s) can be settled.
3. Upon making such payment, We must relinquish conduct and control of, and be under no further liability under this Policy in connection with, such claim(s) except for Defence Costs and Supplementary Payments:
  - a. recoverable from You in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or
  - b. incurred by Us, or by You with Our written consent, prior to the date of such payment.

### 4.4 Goods & Services Tax (GST)

You must inform Us of the extent to which You are entitled to an input tax credit for the premium each time that You make a claim under this Policy. No payment will be made to You for any GST liability that arises on the settlement of a claim under this Policy when You have not informed Us of Your entitlement or correct entitlement to an input tax credit.

Notwithstanding anything contained in this Policy (including the Schedule and any endorsements attached hereto) to the contrary, Our liability will be calculated after taking into account:

1. any input tax credit to which You, or any claimant against You, is entitled for any acquisition relevant to a claim paid under this Policy; and

2. any input tax credit to which You, or any claimant against You, would have been entitled were You or the claimant to have made a relevant acquisition; and the GST exclusive amount of any supply made by You which is relevant to Your claim.

If the applicable Limit of Liability is not sufficient to cover Your claim, We will only pay GST (less any relevant input tax credit) that relates to Our proportion of Your claim.

The terms 'GST', 'input tax credit', 'acquisition' and 'supply' have the meanings ascribed to them in the A New Tax System (Goods and Services Tax) Act 1999.

This clause is not intended to vary, alter, waive or extend any of the terms, Claims Conditions, General Conditions, Exclusions or Definitions of this Policy other than as stated in this clause.

### 4.5 Fraudulent Claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of You, the underwriters, without prejudice to any other right(s) they might have under this Policy, shall be entitled to refuse to pay such claim.

## 5. General Conditions

### 5.1 Adjustment of Premium

If the first premium or any renewal premium for this Policy or any part thereof shall have been calculated on estimates provided by You, You must keep an accurate record containing all relevant particulars and must at all reasonable times allow Us to inspect such record.

You must, where requested by Us after the expiry of each Period of Insurance, provide to Us such particulars and information as We may require as soon as reasonably practicable. The premium for such period shall be adjusted and any difference paid by or allowed to You, as the case may be, subject to retention by Us of any minimum premium that may have been agreed upon between Us and You at inception or the last renewal date of this Policy.



## 5.2 Alteration of Risk

Every change which substantially varies any of the material facts or circumstances existing at the commencement of each Period of Insurance, that comes to Your knowledge, must be notified to Us as soon as reasonably practicable after You becoming aware of that matter.

## 5.3 Bankruptcy or Insolvency

In the event that You should become bankrupt or insolvent, We will not be relieved of the payment of any claims under this Policy because of such bankruptcy or insolvency.

## 5.4 Cancellation of this Policy

By You

1. You may cancel this Policy at any time by tendering notice in writing to ShieldCover to that effect (contact details on page 3).

By Us

2. Subject to General Conditions 5.9, We may cancel this Policy for any reason permitted under the Insurance Contracts Act 1984 (as amended).

In the event of cancellation of this Policy by either party, You shall be entitled to a pro rata refund of premium subject to any minimum and deposit premium that may apply.

If the premium is subject to adjustment, cancellation will not affect Your obligation to supply Us with such information as is necessary to permit the premium adjustment to be calculated.

## 5.5 Cross Liabilities

This insurance extends to indemnify:

1. each of the parties comprising the Named Insured; and
2. each Insured, separately in the same manner and to a like extent as though policies had been issued in their separate names.

In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in clauses 5.5.1 and 5.5.2 in respect of claims made by any other of such parties.

The following conditions apply:

1. each of such parties are separately subject to the terms, Claims Conditions, General Conditions, Exclusions and Definitions of this Policy in the same manner and to a like extent as though separate policies had been issued; and
2. in no case shall the amount payable by Us in respect of any one claim or series of claims arising out of any one Occurrence or in the aggregate, as the case may be, exceed the applicable Limit of Liability as specified in the Schedule.

## 5.6 Jurisdiction

This contract of insurance shall be governed by and construed in accordance with the laws of Australia and the States and Territories of Australia. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction in a State or Territory of Australia and to comply with all requirements necessary to give such Court jurisdiction. All disputes arising under this Policy shall be determined in accordance with the law and practice of such Court.

## 5.7 Reasonable Precautions

You must:

1. exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.
2. take reasonable precautions:
  - a. to prevent Personal Injury or Property Damage or Advertising Injury.
  - b. to prevent the manufacture, sale or supply of defective Products.
  - c. to comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.
3. at Your own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency You have knowledge of or have reason to suspect.



## 5.8 Release

Where You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority or any landlord from liability in respect of loss, destruction or damage or legal liability insured against under this Policy, such a release is allowed without prejudice to this insurance.

Notwithstanding General Condition 5.12 of this Policy, We agree to waive all Our rights of subrogation against any such Authority or landlord in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

## 5.9 Non-Imputation

Where this insurance is arranged in the joint names of more than one Insured, as described under You, Your, Insured, We agree that:

1. each Insured shall be covered as if it made its own proposal for this insurance.
2. any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured.
3. any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

## 5.10 Foreign Currency

All amounts referred to in this Policy are in Australian Dollars. If You incur liability to settle any claim for an amount stated in the local currency of any country or territory outside the Commonwealth of Australia, where an award is made or a settlement is agreed upon, then, the amount payable by Us shall be the value of such award or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the free rate of exchange published in the Australian Financial Review on the date on which We pay to You (or some other person or party as directed by You) the indemnity in respect of such award or settlement, subject always to the applicable Limit of Liability.

## 5.11 Subrogation and Allocation of the Proceeds of Recoveries

Subject to General Condition 5.12 'Subrogation Waiver', any corporation, organisation or person claiming under this insurance shall, at Our request and at Our expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by Us for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which We shall be or would become entitled upon Us paying for or indemnifying You in respect of legal liability under this Policy.

Should You incur any legal liability which is not covered by this insurance:

1. due to the application of an Excess; or
2. where the amounts of any judgments or settlements exceed the applicable Limit of Liability;

You will be entitled to the first call on the proceeds of all recoveries made, by either You or Us, on account of such legal liability until fully reimbursed for such uninsured amount or amounts (less the actual costs of making such recoveries where those costs are incurred by Us) and any remaining amount(s) will be applied to reimburse Us.

## 5.12 Subrogation Waiver

Notwithstanding General Condition 5.11, We hereby agree to waive all Our rights of subrogation under this Policy against:

1. each of the parties described under You, Your, Insured.

## 5.13 Interpretation

This Policy incorporates the Schedule, Insuring Clauses, Claims Conditions, General Conditions, Exclusions, Definitions and any other terms contained or endorsed in or to this Policy, which are to be read together. Where any word or expression has been given specific meaning in any part of this Policy, such word or expression shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which such word or expression appears.

Words importing the singular gender shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender.



Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

#### **5.14 Sanction Limitation and Exclusion Clause**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer, or any of its affiliates, or any of its or its affiliates' employees, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia.



## ShieldCover

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ShieldCover, a division of East West Insurance Brokers Pty Ltd.  
ABN 83 010 630 092, Australian Financial Services License No. 230041, acts  
under a binding authority granted to it by the Insurer of ShieldCover Product,  
Certain Underwriters at Lloyd's.

Refer to the Policy Wording or call us on (07) 3510 9535.

Ref: SC.GPL.LLOV230326. This Policy Wording was prepared on 04.03.2026.



ShieldCover is a division of East West Insurance Brokers Pty Ltd. ABN 83 010 630 092 AFSL No. 230041

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