



General Public and Product Liability Insurance

Your cover and our mutual responsibilities

QBE Insurance (Australia) Limited

ABN 78 003 191 035 AFSL 239545



Need help with a question or claim?

Contact your financial service provider.

People sue businesses for all kinds of reasons

A slip or trip that causes personal injury. A faulty product that harms someone or damages property. Even a simple advertisement that unintentionally offends.

No matter how prudently you run your business, the risk of legal action from these kinds of incidents can never be completely eliminated. Without adequate insurance, the financial consequences can be devastating.

Why you should read this

If you buy this insurance, your contract with us is set out in this document and on your Certificate of Insurance. Together, they explain how far we will go to protect your business. They also describe your responsibilities. One day, if things go wrong, this Policy could save your business, so please make it your business to understand these documents.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

How to read this document

You and Us

Throughout this document we'll refer to 'you', 'your' and 'yours'. You'll find the full definitions and scope of these terms on page 32, but generally we're talking to you as the primary policyholder, as well as other people and entities insured under this Policy.

The words 'we', 'our' or 'us' means QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545. We are the underwriter of this Policy.

Claims examples

The claims examples used in this document are based on real claims scenarios which were based on unique circumstances. The examples are not advice and are included for demonstration purposes only. If you lodge a claim under this Policy, it will be assessed on its own merits.

Definitions

Some words in this policy have special meanings and begin with a capital letter. We explain these words in the definitions section. When we use a definition in only one section, we explain it where it appears.

Our agreement

Our agreement is a contract of insurance. You'll pay your premium and other amounts we charge by the due date. If for any reason we don't receive your payment on time, your Policy may not operate and you won't be covered.

We'll insure you under the terms of this Policy during the Policy Period shown on your Certificate of Insurance

You'll provide the information and assistance we ask for, so we can assess your claim.

You need to follow the general conditions and claims conditions set out in this document, particularly if something happens that could lead to a claim.

We'll handle your claims promptly and fairly. We'll assess your claim once we have all the information we need.



Your Policy is made up of this document and the Certificate of Insurance you'll receive when you buy, vary or renew this insurance.

Read your Policy carefully and if you have any questions contact your financial service provider.

Finding your way around



What you're covered for

6



What you're not covered for

10



Claims

20



Things you need to know

24



Definitions

29

1. What you're covered for

This section explains what this Policy covers.

1.1 Liability

We'll cover your legal liability to pay for Compensation and costs awarded against you for:

- (a) Personal Injury
- (b) Property Damage and/or
- (c) Advertising Liability

provided it:

- (d) first happens during your Policy Period and
- (e) is caused by an Occurrence in connection with your Business.

1.2 Personal Injury

means:

- (a) death
- (b) injury, illness or disability, either bodily or mental
- (c) shock, fright and mental anguish
- (d) the effects of:
 - (i) false arrest, false imprisonment or malicious prosecution
 - (ii) trespass onto land, or eviction from land
 - (iii) defamation or disparagement
 - (iv) assault and battery.

We consider latent Personal Injury first happens on the day it was first medically diagnosed provided that it is first diagnosed during your Policy Period.

Personal Injury: an example of a claim paid

The business insured is a chain of thirty grocery stores. A staff member accidentally knocks a bunch of grapes to the floor and fails to pick them up. They cause a shopper to slip and injure their shoulder. The injured shopper sues the business insured for medical costs as well as damages, as they were unable to return to work for three months. We investigate and conclude the insured business breached their duty of care at that store and was at fault for the shopper's injury. We dealt with the lawyer for the shopper and reached an agreement to cover their medical costs and damages, plus the legal expenses involved. The only cost to the business insured was the deductible as shown on the Certificate of Insurance.

1.3 Property Damage

means:

- (a) physical damage to tangible property, including any resulting loss of use of that property or
- (b) loss of use of tangible property caused by an Occurrence, which has not been physically damaged, lost or destroyed.

1.4 Advertising Liability

means liability arising out of one or more of the following:

- (a) defamation
- (b) infringement of copyright, title or slogan
- (c) unfair competition or misappropriation of advertising ideas or business practices
- (d) actual or alleged invasions of privacy:
 - (i) in any Advertisement and
 - (ii) arising out of your Business's advertising activities or
- (e) unintentional breach of the misleading or deceptive conduct provisions of consumer protection laws.

In this definition, Advertisement means any type of communication to the public. This includes print and electronic media, electronic communication, the world wide web or an exhibit.

Property Damage: an example of a claim paid

The business insured is a small building firm that predominantly does renovation work and some new builds. While working on a home renovation the business insured fails to secure a ladder which falls and damages the customer's car bonnet and wing. The customer's insurer pays the repair cost of \$4,000 and now seeks to recover that cost from the business insured. The business insured pays QBE the deductible and QBE pays \$4,000 to the customer's insurer.

1.5 Defence of claims

- (a) If we agree to cover you, we will:
 - (i) defend, in your name and on your behalf, any claim against you seeking Compensation for liability even if the claim is groundless or fraudulent
 - (ii) investigate, negotiate and settle any claim or legal action as we see fit
 - (iii) pay all legal costs and expenses we incur and all interest accruing after judgment until we have paid out (to the claimant or to a court) our liability under the judgment up to the Limit of Liability
 - (iv) pay your reasonable expenses of defending the claim incurred with our consent
 - (v) pay the premium for appeal bonds, release attachment bonds and bonds for the security of costs in relation to a claim, but we won't apply for these bonds or pay the bonds themselves
 - (vi) pay up to \$250,000 for your reasonable costs for legal representation at a coronial inquest, royal commission or other government enquiry into an Occurrence or claim that would be covered under this Policy
 - (vii) pay up to \$100,000 for your reasonable loss of earnings if we ask you attend a hearing, but we won't otherwise cover your loss of earnings
 - (viii) pay your reasonable first aid expenses for personal Injury, unless the law prevents us.
- (b) We won't pay defence costs or continue to defend the claim after we have paid out the Limit of Liability.

1.6 Limit of liability

- (a) The Limit of Liability (on the Certificate of Insurance) is the most we will pay for:
 - (i) any one claim or series of claims against you caused by one Occurrence or
 - (ii) the total aggregate liability of all claims against you caused by your Products during one Policy Period
- (b) Only amounts paid to settle claims and to pay costs awarded against you count towards your Limit of Liability. Amounts we pay for defence costs don't count towards the Limit of Liability.

Optional extensions

Your business may involve risks that this Policy does not cover. For some of these, we offer optional extensions to extend your cover to meet these liabilities.

For any of these extensions to apply:

- you have to ask us to include them in your Policy
- your business must meet our underwriting criteria for each of the extensions you select and
- you need to pay us extra premium.

Your Certificate of Insurance will note if any of these optional extensions apply. Unless stated otherwise, they will only apply from the time they are included in your Policy.

The optional extensions that may be available to you include:

- Products exported to United States of America or Canada with your knowledge
- Product recall expenses
- Errors and omissions

2. What you're not covered for

This section explains what this Policy doesn't cover. These are known as exclusions.

2.1 Advertising Liability

We don't cover liability in respect of Advertising Liability arising from:

- (a) statements made before the start of the Policy Period
- (b) statements made at your direction with knowledge that the statements are false
- (c) failure to perform a contract, but this does not apply to claims for unauthorised use of advertising ideas contrary to an implied contract
- (d) any incorrect description of your Products or services
- (e) a mistake in the advertised price of your Products or services
- (f) failure of your Products or services to meet advertised standards
- (g) your Business, if your Business is advertising, broadcasting, publishing or telecasting.

2.2 Aircraft, Aircraft Products, Watercraft and Hovercraft

We don't cover liability in respect of claims arising out of:

- (a) the ownership, maintenance, operation, or use by you or on your behalf of any Aircraft, unless it is a Remotely Piloted Aircraft System used incidentally in your business and:
 - (i) it is not used:
 - to provide services for remuneration, financial benefit, hire or reward
 - for military or law enforcement purposes
 - (ii) the operator (if required):
 - holds a valid Remote Operators Certificate (ReOC) issued by Civil Aviation Safety Authority (CASA) and
 - complies with its terms and conditions
 - (iii) the remote pilot or controller (if required):
 - holds a valid Remote Pilot Licence issued by CASA and
 - complies with its terms and conditions
 - (iv) its operation doesn't result in the breach of any privacy, surveillance or aviation law and
 - (v) you and any operator, remote pilot or controller fully comply with the Civil Aviation Safety Regulations.
- (b) the ownership, operation or use by you or on your behalf of any Watercraft longer than 15 metres, unless it is:
 - (i) either:
 - owned and operated by someone else and used by you for business entertainment or

What you're not covered for

- used by an independent contractor for whom you are vicariously liable but not if you have entered into a charter party contract or agreement with the independent contractor
- (ii) powered by human or wind power and
- (iii) used in Australian waters
- (c) the ownership, operation or use by you or on your behalf of Hovercraft
- (d) your Products that are Aircraft or Aircraft parts used for maintaining an Aircraft in flight or moving on the ground or used in the construction of an Aircraft hull or machinery which you know are incorporated in an Aircraft or aerial device

In this exclusion:

- (a) Aircraft means any machine intended to travel in the atmosphere or space.
- (b) Hovercraft means any vessel that transports people or items using a cushion of air.
- (c) Remotely Piloted Aircraft Systems (RPASs) means unmanned aircraft systems used in connection with the business stated in the Certificate of Insurance
 - (i) includes:
 - the aircraft
 - remote pilots (also known as controllers) and other personnel associated with the operation of the RPAS
 - pilot stations, command and control links, components specified in the design type and ground support equipment, other than fireworks, rockets, balloons or kites.
 - (ii) does not include RPASs:
 - with a maximum take-off weight greater than two kilograms
 - that are jet propelled
 - with a payload other than fixed photographic, video, surveillance, measuring or monitoring equipment
 - operated or used Beyond Visual Line of Sight (BVLOS) or with an Extended Visual Line of Sight (ELOS) or
 - that are your Products.
- (d) Watercraft means any vessel that floats, travels on water or travels underwater.

2.3 Asbestos

We don't cover liability in respect of claims arising directly or indirectly from asbestos in any form or quantity.

2.4 Assault and battery

We don't cover liability in respect of Personal Injury or Property Damage arising from assault or battery committed by you or at your direction.

This exclusion does not apply when the assault and battery is:

- (a) reasonably necessary for the protection of persons or property and
- (b) done at the direction of the named Insured or its Australian subsidiaries by:
 - (i) a director, officer, employee, voluntary worker, work experience person, partner or shareholder of the named Insured or its Australian subsidiaries, but only while acting within the scope of their duties in such capacity;
 - (ii) an office bearer or members of social and sporting clubs, canteen and welfare organisations, first aid, fire and ambulance services formed with the consent of the named Insured or its Australian subsidiaries.

2.5 Contractual liability

We don't cover liability in respect of any contractual obligation or agreement that requires you to:

- (a) obtain insurance for property or
- (b) assume liability for Personal Injury, Property Damage or Advertising Liability regardless of fault.

This exclusion does not apply to:

- (c) liabilities the law implies in the absence of a contract or agreement
- (d) liabilities assumed under Incidental Contracts
- (e) liability for implied terms regarding the merchantability, quality, fitness or care of your Products or
- (f) a contractual obligation under an agreement specified in the Certificate of Insurance.

In this exclusion, Incidental Contract means any written contract:

- (a) to rent or lease any real or personal property, but not if the contract:
 - (i) requires you to insure property or
 - (ii) makes you strictly liable for damage regardless of fault
- (b) with any supplier of utilities, except for work done for that supplier or
- (c) with any railway authority for the handling of products, including contracts for the operation of railway sidings.

2.6 Defamation

We don't cover liability in respect of claims for defamation:

- (a) made before the start of the Policy Period
- (b) made by you or at your direction with knowledge that the statements were false or
- (c) if your Business is advertising, broadcasting, publishing or telecasting.

2.7 Electronic Data

We don't cover liability in respect of:

- (a) communication, display, distribution or publication of Electronic Data, unless these things cause Personal Injury or Advertising Liability
- (b) destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data
- (c) error or errors in creating, amending, entering, deleting or using Electronic Data or
- (d) inability or failure to receive, send, access or use Electronic Data for any length of time.

In this exclusion Electronic Data means information usable by electronic data processing or in electronically controlled equipment, including software and other coded instruction.

2.8 Employment liability

We don't cover liability in respect of:

- (a) Personal Injury to any of your Employees caused during or by their employment in your Business
- (b) Personal Injury to anyone that workers' compensation legislation deems to be your Employee
- (c) liability that could be covered by a workers' compensation insurance policy, fund, scheme or self-insurance arrangement, whether or not you are a party to that policy, fund, scheme or arrangement
- (d) liability under workers' compensation legislation or any industrial award or agreement or determination or
- (e) Employment Practices.

In this exclusion, Employment Practices means:

- (a) any wrongful or unfair dismissal
- (b) denial of natural justice
- (c) defamation
- (d) misleading representation or advertising
- (e) harassment or discrimination

directly or indirectly related to you employing or prospectively employing anyone.

2.9 Faulty workmanship

We don't cover liability in respect of the cost of performing, correcting, improving or replacing any work done by you or on your behalf.

2.10 Fines, penalties, liquidated damages

We don't cover liability in respect of fines, penalties and/or liquidated damages.

2.11 Loss of use

We don't cover liability in respect of loss of use of tangible property which hasn't been physically damaged, lost or destroyed resulting from:

- (a) a delay in or lack of performance by or on your behalf of any contract or
- (b) your Products' failure to meet express or implied representations about their performance or quality. This exclusion 2.11(b) doesn't apply to loss of use of tangible property caused by the sudden unintended and unexpected physical loss of or damage to your Products after someone other than the named Insured or its Australian subsidiaries has put them to use.

2.12 Participation

We don't cover liability in respect of Personal Injury to any person due to participating in any game, match, race, practice, trial, training, competition, warm ups, warm downs and other preliminary activities, unless the Personal Injury is due to your negligence in relation to the facility provided.

Faulty workmanship: an example of a claim denied

One of the services the insured business provides is tiling. The insured was contracted to install tiles in three apartment bathrooms, but failed to lay the tiles correctly. This allowed water to pass between the tiles, damaging the wall. The customer of the insured makes claim against the business for the cost of repairing the wall and re-laying the tiles. We cover the cost to the insured of repairing the underlying wall. However, because the tile laying was faulty workmanship, we decline the cost of re-laying the tiles. Faulty workmanship is excluded under the policy.

2.13 Pollution

We don't cover liability in respect of:

- (a) Personal Injury or Property Damage directly or indirectly arising out of Pollution, unless the Pollution:
 - (i) is sudden, identifiable, unexpected and unintended
 - (ii) takes place in its entirety at a specific time and place and
 - (iii) occurs outside of the United States of America or Canada
- (b) any costs and expenses incurred in the prevention, removing, nullifying or clean-up of Pollution unless it:
 - (i) is consequent upon a sudden, identifiable, unexpected, unintended incident
 - (ii) takes place in its entirety at a specific time and place
 - (iii) results in Personal Injury and/or Property Damage and
 - (iv) occurs outside of the United States of America or Canada
- (c) the actual, alleged or threatened Pollution caused by your Product that you or someone on your behalf has discarded.

The most we will pay under Exclusion 2.13(a) and 2.13(b) in respect of any one Pollution incident and for all Pollution incidents during any one Policy Period is the Limit of Liability.

In this exclusion Pollution means:

- (a) the discharge, dispersal, release, seepage, migration or escape
- (b) of any solid, liquid, vapour, fumes, gas or thermal irritant, contaminant or waste
- (c) into or upon land, the atmosphere, or any water course or body of water.

2.14 Product defect

We don't cover liability in respect of Property Damage to your Products directly attributable to a defect or their harmful nature or unsuitability.

Defective Products: an example of a claim partially paid

The business insured manufactures and distributes pressure cookers. Due to a defect in the locking mechanism, the lids of the cookers tend to release under pressure. This allows hot liquids to escape and injure customers and damage their homes.

Covered is the cost of compensating customers of the business insured for their injuries and the damage to their property. However not covered was the cost of replacing the pressures cookers because they were defective products and therefore excluded in the Policy.

2.15 Product recall

We don't cover liability in respect of claims arising out of any loss, cost or expense you incur for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your Products or anything they are a part of, if they are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

2.16 Professional liability

We don't cover liability in respect of your provision, or failure to provide, professional advice or services, or any related error or omission.

This exclusion will not apply to:

- (a) Personal Injury or Property Damage if you provide or fail to provide professional advice so long as your professional advice or service is given without a fee
- (b) advice you give about the use or storage of your Products or
- (c) medical advice by medical persons who are employed to provide medical services including first aid as long as you are not in the business of providing medical services.

2.17 Property in custody or control

We don't cover liability in respect of damage to property you own or lease or which is in your physical or legal control.

This exclusion does not apply to liability for Property Damage to:

- (a) premises (including landlord's fixtures and fittings) which are leased or rented to you
- (b) premises (including their contents) that you temporarily occupy for work
- (c) vehicles you don't own or use, but which are damaged in a car park you own or operate, unless you own or operate the car park for reward
- (d) car spare parts and accessories
- (e) the property of your Employees
- (f) other property temporarily in your physical or legal control but we won't cover physical damage or destruction of any property you have been working on and our limit under this exclusion does not exceed \$250,000 for any one Occurrence and in the aggregate during any one Policy Period.

These exceptions do not provide any cover for any liability you assume under any agreement that:

- (a) requires you to take out material damage insurance on premises, property or goods you do not own or
- (b) makes you strictly liable for damage regardless of fault.

2.18 Punitive damages

We don't cover liability in respect of punitive, exemplary, aggravated, or any additional damages resulting from the multiplication of compensatory damages.

2.19 Radioactivity

We don't cover liability in respect of:

- (a) ionising radiation, unless it is from radioisotopes or radium used:
 - (i) away from where they are manufactured and
 - (ii) only incidentally to ordinary industrial, educational, medical or research activities.
- (b) contamination by radioactivity from:
 - (i) any nuclear fuel or
 - (ii) any nuclear waste from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission
- (c) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.

2.20 Sanctions

We don't cover any claim payment that breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

Care, custody and control: an example of a claim partially paid

The business insured is a smash repair business with fifteen locations. An employee at one location uses a rag in the spray booth that leads to a build-up of flammable fumes. A spark ignites the fumes causing a fire that spreads through the workshop and destroys the cars of five customers. The cost to repair the cars is \$300,000. The business insured's care, custody and control sublimit is \$250,000. The business insured pays us its \$1,000 deductible and we pay the agreed \$250,000 sublimit to the claimants. The remainder of the cost to repair is the responsibility of the business insured.

2.21 Sexual abuse

We don't cover liability in respect of claims in connection with any actual or attempted sexual and/or child assault, abuse or molestation. We will also not cover you under 'Defence of claims' for such claims.

2.22 Territorial limits

- (a) We don't cover liability in respect of claims made or actions started outside of Australia where the local laws require you to have insurance with an insurer or insurance provider licenced in that place
- (b) We don't cover liability in respect of:
 - (i) claims made and actions started within the United States of America or Canada or any other territory coming within the jurisdiction of their courts or
 - (ii) claims and actions to which the laws of the United States of America or Canada apply.
- (c) Exclusion (b) does not apply to:
 - (i) claims and actions caused by the presence of your Employees, directors or partners normally resident in Australia while they are outside of Australia unless they are doing any kind of manual or supervisory work in the United States of America or Canada or
 - (ii) claims for liability caused by your Products exported to the United States of America or Canada without your knowledge.
- (d) The Limit of Liability for claims under this exception (c) includes all costs, expenses and interest as set out in 'Defence of claims'.

2.23 Terrorism

We don't cover liability in respect of loss, damage, liability, cost or expense of any nature in connection with:

- (a) any Act of Terrorism, regardless of any other cause or event
- (b) any action taken to control, prevent, suppress or in any way relating to any Act of Terrorism.

In this exclusion, an Act of Terrorism means the use or threat of force by any person or group, motivated by a political, religious, ethnic or similar Ideology, intended to:

- (a) influence a government or
- (b) intimidate the public or any section of the public.

2.24 Vehicles

- (a) We don't cover liability in respect of claims directly or indirectly arising out of the ownership, possession, operation, or use by you or on your behalf of any vehicle:
- (i) registered or required to be registered by any legislation
 - (ii) for which any legislation requires compulsory insurance or statutory indemnity insurance, whether or not that insurance is in effect.
- (b) This exclusion doesn't apply to:
- (i) Personal Injury claims where compulsory third party insurance or statutory indemnity doesn't cover you for reasons that don't involve you breaching legislation relating to vehicles.
 - (ii) Property Damage claims caused:
 - by and during the loading or unloading of goods to or from any vehicle
 - by the operation of any vehicle designed primarily for lifting, lowering, loading, unloading, while being operated by you or on your behalf within your premises
 - by any vehicle being used as a Tool of Trade
 - by equipment that's part of your vehicle being used as a tool at any worksite
- (c) However, there is no cover for Property Damage:
- (i) caused by a vehicle while it is transporting or carting goods or
 - (ii) to property you own or lease or which is in your legal control, unless also covered by an exception to exclusion 2.17 ('Property in custody or control').

In this exclusion:

- (a) Vehicle means any machine propelled mechanically including a trailer that can be attached to it.
- (b) Tool of Trade means a Vehicle which has a tool attached to it or used in conjunction with it which is used on worksite. Tool of Trade does not include Vehicles used for travelling to and from worksites or to carry goods to any premises.

2.25 War

We don't cover liability in respect of:

- (a) war - including invasion, acts of foreign enemies, hostilities or war-like operations (whether war is declared or not).
- (b) civil upheaval - including civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- (c) government taking property - including confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority.

3. Claims

3.1 What to do if a claim is made against you

In running your Business, you must take all reasonable precautions to prevent incidents that could result in claims against you. But if something does go wrong, we ask that you do the following:

You must

Phone your financial service provider immediately about any Occurrence, claim, writ, summons, proceeding, impending prosecution or inquest that could result in a claim on this Policy, even if you think the claim amount will be lower than the Deductible.

Give us any information we ask for to assess and investigate the claim.

Take all reasonable precautions to prevent further loss or damage.

Preserve all property, Products, appliances, plant, equipment or anything else that might help in the investigation or defence of a claim or help us recover money from others that contributed to or caused the claim to be made.

Co-operate with us fully to investigate the claim, to defend it in court and in any action we take to recover money payable under this Policy from any other person.

Pay the Deductible for each claim within 14 days of us asking you to pay it.

Phone your financial service provider if you need advice on what to do.

You must not

Admit liability, negotiate or make any promise or payment unless we first agree in writing. This applies to you and anyone else making a claim under this Policy. Failure to comply with this clause could jeopardise your claim.

3.2 Things that can affect your claim

We may refuse to pay or reduce the amount of a claim if:

- you breached your duty of disclosure when you took out or renewed your Policy
- you haven't followed any of the terms and conditions detailed in this Policy or on the Certificate of Insurance, including payment of premiums
- your claim is in any way fraudulent
- you or anyone acting on your behalf has acted fraudulently.

We will pay only once for loss or damage from the same Occurrence covered by this Policy.

3.3 Deductible

- You must pay the Deductible shown on the Certificate of Insurance for claims made on this Policy.
- If more than one Deductible applies for any claim, or series of claims caused by one Occurrence, you need only pay one Deductible but the highest Deductible will apply.
- If you have not paid your Deductible and the Compensation and costs to be paid to a claimant are greater than your Limit of Liability, we will only pay the Limit of Liability less your Deductible.

3.4 Goods and Services Tax

Amounts in your Policy do not include GST. There may be other taxation implications for you, depending upon your circumstances. We recommend you seek professional tax advice.

Your GST status affects the amount we pay for claims. We will reduce your claim settlement to allow for any input tax credit (ITC) entitlement for replacement goods or services. This is regardless of whether you replace those goods or services.

If you're a business you must tell us if you're registered, or need to register, for GST. If you do, you need to tell us:

- your ABN if you have one
- the percentage of any input tax credit (ITC) you were entitled to claim on your premium (ITCE)
- any entitlement you may have to claim a GST credit on any goods or services you may buy to satisfy your claim (ITC or ITCE).

GST on payments we make

The amount we pay you or a third party is as below:

If the payment is to:	then:
the supplier of goods or services you, and: <ul style="list-style-type: none"> • you aren't registered for GST • you are registered for GST and you have a 100% ITC • you are registered for GST and you have a partial Input tax credit entitlement 	we'll pay the GST inclusive amount we'll pay the GST inclusive amount we'll pay the GST exclusive amount we'll reduce the amount of the payment by amount of ITC you would have been entitled to had you acquired the goods or services
your finance company	we'll treat the payment in the same way as we would treat a payment to you
to a third party (other than a supplier of goods and services) who: <ul style="list-style-type: none"> • isn't registered (and is not required to be registered) for GST • is registered for GST and have a 100% ITC • is registered for GST and has a partial ITC 	we'll pay the GST inclusive amount we'll pay the GST exclusive amount we'll reduce the amount of the payment by amount of ITC the third party would have been entitled to had they acquired the replacement goods or services

3.5 Discharge of liabilities

At any time, for all claims made against you for any one Occurrence, we can pay to you or on your behalf:

- the Limit of Liability, less any amounts already paid or
- any lower sum for which the claim may be settled.

If we do so:

- the conduct of any outstanding claim or claims will become your responsibility and
- we won't be liable for further amounts in relation to that Occurrence other than costs, charges, or expenses that we agreed to pay before or when we made the payment referred to in this general condition.

3.6 We may act in your name

We may take over the defence or settlement of a claim or sue for damages in your name. This is known as subrogation. You must co-operate by giving us any statements, documents or assistance we need. We may require you to give evidence in court.

3.7 Recovery from third parties

- (a) We may exercise your rights, in your name, to recover a loss from a third party. This is also known as subrogation. If we do, you must:
 - provide us with the assistance and information we need to do this, and
 - co-operate with our reasonable requests.
- (b) You must assist us even if we've paid your claim. You must not prevent our right of recovery. That is, if someone is liable to compensate you for a loss, damage or liability you can't agree not to seek compensation from them.
- (c) If you have agreed not to seek compensation from someone who is liable to compensate you for a loss, damage or liability, this Policy will not cover you for that loss, damage or liability.
- (d) We won't seek recovery from anyone insured by this policy. Additionally, we won't seek recovery from any parent company or majority shareholder of any corporation insured by this policy, unless another policy of insurance covers them for the claim.

4. Things you need to know

General conditions

4.1 Acquisition of properties or companies

We will cover properties, assets, companies, firms, entities or other bodies:

- formed, purchased or managed by you while you are insured by this Policy and
- that undertake activities consistent with the description of the Business in the Certificate of Insurance.

If a new acquisition represents more than 15% of your current turnover, we may revise the terms of the Policy, which could change your premium. If you don't accept the revised terms then the new acquisition will not be covered by the Policy.

We won't cover any claims of Personal Injury, Property Damage or Advertising Liability that happened before the acquisition, formation or assumption of management responsibility.

4.2 Cancelling your Policy

You can cancel your Policy by telling your financial service provider.

We may cancel this Policy in any of the circumstances permitted by law. If we do, we'll tell you in writing.

We will refund you any premium for the remaining Policy Period above any agreed minimum premium. If your premium is being or has been adjusted, you still need to provide all the required information to enable the adjustment and to pay the amount of adjustment up to the date of cancellation.

4.3 Changes in circumstances

You need to tell your financial service provider in writing as soon as possible if anything has changed since your Policy started that could increase the risk of Personal Injury, Property Damage or Advertising Liability.

Based on this information we may at our discretion:

- charge additional premium
- amend or impose additional terms or conditions or
- cancel the Policy.

Any changes to your Policy will take effect when we issue a new Certificate of Insurance and/or an endorsement schedule, stating the change.

4.4 Adjustment of premium

Where the Certificate of Insurance shows your premium was wholly or partially calculated on estimates, you must within 30 days of the expiry of the Policy Period provide us or your financial services provider information required to calculate your adjusted premium. The change to your premium could result in you paying additional premium or us refunding you a portion of the premium. In all recalculations any minimum premium specified in the Certificate of Insurance will always be applicable.

You must keep a record of the information you provide and allow us to inspect or make copies of this at a reasonable notice.

4.5 Cross liability

Where this Policy insures more than one party, we will consider each of the parties separate and distinct units and the words 'you', 'your' or 'yours' will apply to each party in the same way as if they'd each been issued a separate Policy.

Nothing in this general condition will increase our Limit of Liability for any Occurrence or Policy Period.

4.6 Inspection of property

We may inspect your property and operations at any time. You may not use our failure to inspect, or any inspection report made by us or others on our behalf, in any action or proceeding involving us

We may examine and audit your books and records at any time while you're insured and for three years after, but we will only examine and audit matters that are relevant to the Policy.

4.7 Jurisdiction

The laws of Australia govern this Policy. All disputes relating to this Policy will be subject to determination by any court of competent jurisdiction within Australia.

4.8 Notices

If we give notice to your financial service provider or the first named insured on the Certificate of Insurance, this operates as notice to all insured parties comprising and it will be effective:

- immediately if it is delivered personally or sent electronically or
- three business days after we have posted it to your financial service provider's or your last known address.

4.9 Other interests

Any person who has an interest in the Policy is noted on the Certificate of Insurance. Transfers of interest in the Policy can only be made with our written consent.

4.10 Reasonable care

You must:

- take all reasonable precautions to prevent Personal Injury, Property Damage, Advertising Liability, the manufacture, sale or supply of defective Products
- take reasonable action at your own expense to trace, recall or modify any of your Products containing any defect or deficiency of which you have knowledge or have reason to suspect, including (but not limited to) any of your Products subject to governmental or statutory ban
- ensure only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition
- ensure that your employees, contractors, or anyone else who completes work for you complies with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
 - > safety of persons or property
 - > disposal of waste products and
 - > handling, storage or use of flammable liquids, substances, gases or toxic chemicals.

Other important information

4.11 The General Insurance Code of Practice

QBE Australia is a signatory to this Code, which aims to:

- commit us to high standards of service
- promote better, more informed relations between us and you
- maintain and promote trust and confidence in the general insurance industry
- provide fair and effective mechanisms for the resolution of complaints and disputes between us and you and
- promote continuous improvement of the general insurance industry through education and training.

You can find a copy of the Code at www.codeofpractice.com.au

4.12 Your privacy

We collect personal information about you when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. Sometimes we might send your personal information overseas to places such as the Philippines, India, the UK, the US and European Union countries.

You don't have to give us your personal information, but without it we might not be able to do business with you, including not paying your claims.

Our Privacy Policy describes where and from whom we collect personal information. It also explains where we store the information and all the ways we could use it. To get a free copy of our Privacy Policy please visit qbe.com.au/privacy or contact QBE Customer Care.

4.13 Resolving complaints and disputes

We want you to be delighted with our products and service. We also want you to be comfortable that your privacy and personal information is in safe hands.

Something not right?

If ever you're unhappy about our staff, representatives, products, services or how we've handled your personal information, we'll do our best to put things right.

Step 1 - Talk to us

If there's something we could improve, or you'd like to make a complaint, speak to one of our staff or contact our Customer Care Unit directly. Please give as much information as possible so they can resolve the issue without delay. We try to resolve all complaints within 15 business days.

Things you need to know

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	complaints@qbe.com , to make a complaint. privacy@qbe.com , to contact us about privacy or your personal information. customercare@qbe.com , to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

Step 2 - Talk to a Dispute Resolution Specialist

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for an Internal Dispute Resolution review.

A Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless you've agreed to give us more time.

Step 3 - Seek independent advice

If you're not happy with the final decision, you can seek independent legal advice. You can seek independent legal advice at any stage of this process.

Privacy complaints

If your complaint is about your privacy or how we've handled your personal information and you're not satisfied with our final decision, contact the Office of the Australian Information Commissioner (OAIC).

Phone	1300 363 992
Email	enquiries@oaic.gov.au
Post	www.oaic.gov.au

5. Definitions

Some of the words and terms used throughout this Policy have specific meanings, which are explained below. Some defined terms only apply to particular sections of this Policy and will be defined in those sections.

5.1 Advertising Liability

liability arising out of one or more of the following:

- (a) defamation
- (b) infringement of copyright, title or slogan
- (c) unfair competition or misappropriation of advertising ideas or business practices
- (d) actual or alleged invasions of privacy:
 - (i) in any Advertisement and
 - (ii) arising out of your Business's advertising activities or
- (e) unintentional breach of the misleading or deceptive conduct provisions of consumer protection laws.

In this definition, Advertisement means any type of communication to the public. This includes print and electronic media, electronic communication, the world wide web or an exhibit.

5.2 Business

the Business described in the Certificate of Insurance, including:

- (a) promotional events and sponsorship arrangements in connection with your Business
- (b) the provision and management of canteens, social, sports and welfare organisations for your Employees
- (c) childcare, first aid, fire and ambulance services (formed with your consent) and
- (d) maintenance of your premises.

5.3 Certificate of Insurance

a separate document detailing the individual aspects of your Policy, such as your chosen Deductible amount, your premium and the Policy Period, that you'll receive when you buy, vary or renew this insurance.

Your Certificate of Insurance might be called a Policy Schedule or a Schedule of Insurance.

5.4 Compensation

money you must pay, or which has been agreed to be paid, for Personal Injury, Property Damage or Advertising Liability.

5.5 Deductible

the agreed contribution you are required to pay for each Occurrence claimed for under this Policy, as shown on your Certificate of Insurance.

5.6 Employee

anyone you engage under a contract of service or apprenticeship, unless they are not defined as a worker under applicable workers' compensation legislation.

5.7 Limit of Liability

the applicable Limit of Liability specified on your Certificate of Insurance

5.8 Occurrence

an event resulting in Personal Injury or Property Damage or Advertising Liability, which you neither expected nor intended.

The following count as one Occurrence only:

- (a) any Personal Injury or Property Damage or Advertising Liability caused by continuous or repeated exposure to substantially the same general conditions
- (b) Advertising Liability caused by the same injurious material or act, no matter the number or kind of media involved, frequency or repetition of publication or the number of claimants.

5.9 Personal Injury

- (a) death
- (b) injury, illness or disability, either bodily or mental
- (c) shock, fright and mental anguish
- (d) the effects of:
 - (i) false arrest, false imprisonment or malicious prosecution
 - (ii) trespass onto land, or eviction from land
 - (iii) defamation or disparagement
 - (iv) assault and battery.

We consider latent Personal Injury first happens on the day it was first medically diagnosed provided that it is first diagnosed during your Policy Period.

5.10 Policy

this document, your Certificate of Insurance and any endorsement attached or intended to be attached to it.

5.11 Policy Period

the period of time, shown on your Certificate of Insurance, during which your insurance is in place. This might be called the Period of Insurance.

5.12 Products

any goods that have left your possession and control which you or the previous owners of your business have (or are deemed to have):

- (a) manufactured, grown, extracted, produced, processed, constructed or installed
- (b) packaged, bottled or labelled
- (c) repaired, serviced or treated or
- (d) sold or distributed

including any container other than a vehicle.

5.13 Property Damage

- (a) physical damage to tangible property, including any resulting loss of use of that property or
- (b) loss of use of tangible property caused by an Occurrence, which has not been physically damaged, lost or destroyed.

5.14 Subsidiary

If you are a company:

- (a) any entity legally recognised as your subsidiary
- (b) any entity over which you can exercise effective direction or control.

5.15 Territorial Limits

anywhere in the world subject to the territorial limits exclusion.

5.16 You, Your, Insured

the person or entity who buys this Policy. This is the only party to which we have contractual obligations.

Third party beneficiaries

We cover your Australian Subsidiaries, including those you divest during the Policy Period for liability arising out of an Occurrence before the divestment

We also cover your and your Australian Subsidiaries':

- (a) directors, executive officers, Employees, volunteers, work experience students, partners and shareholders acting within the scope of their duties
- (b) principals for liability for the acts or omissions of the named Insured and its Australian Subsidiaries in their performance of work for those principals, subject to this Policy's extent of cover and Limit of Liability and only to the extent of the named Insured's direct liability
- (c) partners, joint venture partners, co-venturers or joint lessees for liability incurred as the partnership, joint venture, co-venture or joint lease, but only where you assume active control of, or are required to arrange insurance for, the partnership, joint venture, co-venture or joint lease
- (d) office bearers and members of social and sporting clubs, canteen and welfare organisations, first aid, fire and ambulance services formed with your consent for liability arising from their duties as office bearers and members
- (e) directors and senior executives for private work undertaken by your Employees for such directors or senior executives
- (f) directors, executive officers and Employees and their accompanying family members on any commercial trip or function in connection with your Business
- (g) Employee superannuation funds or pension schemes the named Insured manages (or is managed on its behalf), including the trustees and directors of the corporate trustee of any these funds or schemes unless it has a corporate fund manager.

'You, Your, Insured' does not include the interest of any other person other than as described in this Definition.

Need help with a question or claim?

Contact your financial service provider.

QBE Insurance (Australia) Limited

For enquiries, claims and customer service call your financial service provider.

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