Duty of Disclosure

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, which may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us
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.

Privacy Statement

Privacy Statement
Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.chubb.com.au.

Personal Information Handling Practices
Collection, Use and Disclosure
We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administer your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

Your Choices
In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us
If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@chubb.com.

General Insurance Code of Practice
We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.
Claims-Made and Claims-Made and Notified Coverages
These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by the Policy. If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

Notification of Facts that might give rise to a claim
Section 40(3) of the Insurance Contracts Act 1984 only applies to the claims-made and the claims-made and notified coverages available under the Policy.

Pursuant to Section 40(3) of the Insurance Contracts Act 1984, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by the Policy expires, then we are not relieved of liability under the Policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the Policy.

Complaints and Dispute Resolution
We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 – Complaint Handling Procedure
If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O 1800 815 675
E Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if We cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

Stage 2 – Internal Dispute Resolution Procedure
If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O +61 2 9335 3200
F +61 2 9335 3411
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Financial Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 – External Dispute Resolution
If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to
your satisfaction within forty-five (45) days, you may refer your complaint or dispute to FOS, subject to its Terms of Reference.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia
GPO Box 3
Melbourne VIC 3001
O 1800 367 287
F +61 3 9613 6399
E info@fos.org.au
www.fos.org.au

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

Insurance Council of Australia

Where we cannot provide you with insurance cover, we will refer you to the Insurance Council of Australia (the ICA) for information about alternative insurance options (unless you already have someone acting on your behalf). The ICA has established a referral service called ‘Find an Insurer’. Information on finding alternative insurers can be found at www.findaninsurer.com.au.

Financial Claims Scheme

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to https://www.fcs.gov.au for more information.

The Policy is issued by Chubb Insurance Australia Limited ABN: 23 001 642 020
AFSL: 239687.

Our website can be visited at www.chubb.com/au.

November 2016
## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Contract</td>
<td>01</td>
</tr>
<tr>
<td>Coverages</td>
<td>01</td>
</tr>
<tr>
<td>Investigation, Defence and Settlements</td>
<td>02</td>
</tr>
<tr>
<td>Extensions to Coverages</td>
<td>03</td>
</tr>
<tr>
<td>Who Is An Insured</td>
<td>05</td>
</tr>
<tr>
<td>Additional Insureds</td>
<td>06</td>
</tr>
<tr>
<td>Limits of Insurance</td>
<td>07</td>
</tr>
<tr>
<td>Deductible</td>
<td>09</td>
</tr>
<tr>
<td>Exclusions</td>
<td>09</td>
</tr>
<tr>
<td>Extended Reporting Period</td>
<td>16</td>
</tr>
<tr>
<td>Conditions</td>
<td>17</td>
</tr>
<tr>
<td>Conditions</td>
<td>20</td>
</tr>
<tr>
<td>Definitions</td>
<td>20</td>
</tr>
</tbody>
</table>
Insurance Contract

Please read the entire Policy carefully. The terms and conditions of this insurance include the various sections of this insurance: Coverages; Investigation, Defence And Settlements; Extensions To Coverages; Who Is An Insured; Limits Of Insurance; Deductible; Exclusions; Extended Reporting Periods; Conditions; and Definitions, as well as the Schedule, and any Endorsements and Schedules made a part of this insurance.

Throughout this insurance the words “you” and “your” refer to the Named Insured shown in the Schedule and other persons or organisations qualifying as a Named Insured under this insurance. The words “we,” “us” and “our” refer to the Company providing this insurance.

In addition to the Named Insured, other persons or organisations may qualify as insureds. Those persons or organisations and the conditions under which they qualify are identified in the Who Is An Insured section of this insurance.

Words and phrases that appear in bold print have special meanings and are defined in the Definitions section of this insurance.

Unless otherwise specified, this insurance provides claims made and notified coverage under coverage 1. Except as otherwise specified, such coverage applies only to claims that are both first made against the insured and notified to us in writing during the policy period provided by this insurance.

Our Obligations
The most we will pay under the terms and conditions of this insurance, including:

- Coverages;
- Investigation, Defence And Settlements; and
- Extensions To Coverages;

is fixed as set forth in the Limits Of Insurance section of this insurance. Our obligations under this insurance end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defence And Settlements section of this insurance for Coverages 1 and 2, we have no obligation or liability to pay sums or perform acts or services beyond those stated in the Coverages and Extensions To Coverages sections of this insurance.

Coverages

Coverage 1
Financial Injury and Technology-Related Injury Liability Coverage

a) Subject to all of the terms and conditions of this insurance, we will pay damages and claimant costs that the insured becomes legally obligated to pay for:

1. financial injury caused by an act that is:

   a) a defect, deficiency, inadequacy or dangerous condition in:

      i. your product; or

      ii. your service; or

   b) a failure:

      i. of your product to perform; or

      ii. to perform your service;

2. technology-related injury caused by an act, including by reason of liability of another person or organisation that you assume in an intellectual property indemnity.

b) This coverage applies only if:

1. such act first happens after the Retroactive Date shown in the Schedule and before the end of the Policy Period; and

2. such act happens within the Territorial Limits shown in the Schedule; and

3. a claim by a person or organisation for damages for such injury (including a claim for injunctive relief to prevent such injury from continuing or resuming) is both first made against any insured and notified to us in writing:

   a) during:

      i. the Policy Period; and

      ii. any Extended Reporting Period we provide, as described in the Extended Reporting Period section of this insurance;

   b) in accordance with the provisions of the Condition titled Duties In The Event Of A Claim, Occurrence, Act Or Other Loss Situation.

   c) For purposes of this coverage:

      1. a claim by a person or organisation for damages for the injury (including a claim for injunctive relief to prevent such injury from continuing or resuming) will be deemed to have been made at the earliest of the
following times, when:

a) notice of such claim is received and recorded by:
   i. any insured; or
   ii. us; or

b) we, at our discretion, make a settlement.

2. all claims made for damages for the injury (including a claim for injunctive relief to prevent such injury from continuing or resuming) to the same person or organisation will be deemed to have been made at the time the first of such claims is made against any insured.

Coverage 2
Bodily Injury, Property Damage and Personal Injury Liability Coverage

a) Subject to all of the terms and conditions of this insurance, we will pay damages and claimant costs that the insured becomes legally obligated to pay for:

1. bodily injury or property damage caused by an occurrence; or

2. personal injury caused by an act.

b) This coverage applies only if such:

1. bodily injury or property damage happens; or

2. personal injury is caused by an act first happening;

during the Policy Period and within the Territorial Limits shown in the Schedule.

Coverage 3
Product Withdrawal Expense Coverage (Physical Injury)

Subject to all of the terms and conditions of this insurance, we will reimburse you for recall expenses, paid or incurred by you during a period not exceeding twelve (12) consecutive months, solely as a result of a recall of your product, provided:

• such recall expenses are directly related to such recall;
• the recall is first reported to us by you in writing during the Policy Period;
• coverage for your product is included in the products hazard with respect to Coverage 2 of this insurance; and
• the recall expenses are in connection with your product located in the Territorial Limits shown in the Schedule.

Under this coverage, we have no duty to investigate, defend against or settle any claim, suit or other demand of any nature made against any insured or any other person or organisation.

Coverage 4
Privacy Remediation Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will reimburse you for privacy remediation expenses paid or incurred by you that result from an act described in subparagraph d)2. of the definition of technology-related injury provided such:

• act results in a privacy data breach;
• act is not first committed before the beginning of the Policy Period or after the end of the Policy Period;
• injury is not excluded under any Coverage of this insurance;
• expenses are reported to us in writing within one year of the date of the act; and
• act happens within the Territorial Limits shown in the Schedule as applying to Coverage 1.

Under this coverage, we have no duty to investigate, defend against or settle any claim, suit or other demand of any nature made against any insured or any other person or organisation.

The Deductible applicable to this Coverage is the Deductible shown in the Schedule for technology-related injury.
Investigation, Defence and Settlements

Subject to all of the terms and conditions of this insurance, we will have the right, but no obligation to:

- defend the **insured** against that part of a **suit** to which this insurance applies under Coverages 1 and 2; and
- investigate, defend against or settle any claim, suit or other loss circumstance as set forth in this insurance.

We may exercise such right at our sole discretion.

However, notwithstanding anything to the contrary contained elsewhere in this insurance we have no duty to conduct or control any investigation of, defence against or settlement of any claim, suit or other loss circumstance with respect to any part of any damages, loss, cost, expense or other amounts to which this insurance does not apply.

We may, at our discretion, investigate any act, occurrence or recall and make any settlement, regardless of whether any claim has been made or any suit has been brought.

When we defend we will pay claim defence expenses in connection with that part of a claim or suit to which this insurance applies to defend:

- the **insured**; and
- if applicable, an indemnitee, provided the obligation for the cost of defence of such indemnitee has been assumed by you in an intellectual property **indemnity**.

Notwithstanding anything to the contrary contained elsewhere in this insurance we may, at our discretion, adjust and coordinate any claim, suit or other loss circumstance with the first Named **Insured**, regardless of whether any claim has been made or any suit has been brought. However, the first Named Insured is ultimately responsible for the proper apportionment of any payment made under this insurance.

If any award or settlement in respect of any suit or claim exceeds the applicable Limits Of Insurance, then our liability in respect of related **claim defence expense** shall be limited to an amount that is in the same proportion as our contribution to such award or settlement.

**Allocation**

a) If a claim or suit against an insured includes both matters covered and matters that are not covered by this insurance then we and such **insured** will allocate any amounts incurred by or on behalf of the **insured** based upon the relative legal and financial exposures of the **insured** to matters covered and matters not covered by this insurance.

b) If we and the insured cannot agree on an allocation of such amounts incurred by or on behalf of the **insured**:

1. we will advance such portion of claim defence expenses which we deem to be covered under this insurance, unless and until a different and final allocation is mutually agreed upon between us and the insured or is arbitrated in accordance with this provision or judicially determined.

2. in our sole discretion, we may pay amounts (other than amounts for claim defence expenses) which we deem to be covered under this insurance, unless and until a different and final allocation is mutually agreed upon between us and the insured or is arbitrated in accordance with this provision or judicially determined.

3. if requested by the **insured**, we will submit a disagreement between us and the insured regarding the allocation of amounts for determination by arbitration. Subject to agreement between the parties, the arbitration panel will consist of one arbitrator selected by the insured, one arbitrator selected by us, and a third independent arbitrator selected by the first two arbitrators. The costs of arbitration undertaken in accordance with this provision shall be borne equally by us and you.

4. any allocation of damages, **claims defence expenses** or other amounts that is mutually agreed upon between us and the **insured** or arbitrated in accordance with this provision or judicially determined will be applied retroactively to such amounts notwithstanding any prior payment or advancement, as the case may be, to the contrary.

5. any allocation or advancement of **claims defence expenses** will not apply to or create any presumption with respect to the allocation of amounts, other than **claims defence expenses** amounts, on account of a claim or suit.
Extensions to Coverages

Extensions to Coverages are subject to the terms and conditions (including Exclusions and Limits Of Insurance) applicable to the Coverage section(s) under which the Extension is provided.

Extension to Coverage 1, Representation at Inquiries or Professional Bodies
a) Under Coverage 1 only, we will reimburse you for claim defence expenses paid or incurred by you with our prior written consent resulting directly from the insured’s representation at an inquiry related to an act to which this insurance applies.

b) This Coverage Extension applies only:
1. to such inquiry that is ordered or commissioned during the Policy Period; and
2. if the insured notifies us in writing during the Policy Period that the insured is legally required to participate.

c) The Aggregate Limit Of Insurance for this Coverage Extension is $250,000. This is the most we will pay for the sum of all claim defence expenses under this Coverage Extension.

d) Amounts we pay under this Coverage Extension will reduce the amount of the Financial Injury Each Act Limit or the Technology-Related Injury Each Act Limit and the Financial Injury And Technology-Related Injury Aggregate Limit available for any other payment.

The Deductible applicable to this Coverage Extension is the Deductible shown in the Schedule for financial injury or technology-related injury, which ever is applicable.

Extension to Coverage 1 and 2, Supplementary Payments
Under Coverage 1 and 2, we will pay, with respect to a claim we investigate or settle, or a suit against the insured we defend, reasonable expenses (other than claim defence expenses) incurred by the insured at our request to assist us in the investigation of or defence against such claim or suit, including actual loss of earnings up to A$1,000.00 a day, because of time off work.

Extension to Coverage 1, Fee and Expense Mitigation

a) Under Coverage 1 only, to mitigate potential claims against you by a customer, we may at our discretion make payment to you in respect of fees and expenses invoiced by you to such customer but not collected by you provided that:
1. such fees and expenses are in respect of your product having been supplied to, or your service having been rendered to, the customer;
2. during the Policy Period, the customer has refused to pay such fees and expenses; and
3. the basis of the customer’s refusal to pay is expressed by the customer to be a direct consequence of financial injury or technology-related injury.

b) This Coverage Extension applies only if:
1. a request for payment under this coverage is first made by you and notified to us during the Policy Period;
2. you can show to our satisfaction that:
   i. you have taken reasonable steps to collect such fees and expenses;
   ii. taking further steps to collect such fees and expenses would be likely to provoke a claim against you; and
   iii. the likelihood of a claim being brought is reduced by desisting in efforts to collect such fees and expenses;
3. such claim, if made, would not be excluded under any section of this insurance;
4. you take all necessary steps to prevent a claim and follow all instructions issued by us and provide us with all relevant documents including contracts, correspondence, records, invoices and any other information; and
5. you consent to the interviewing of relevant employees and contract personnel by us.

c) Conditions relating to this Coverage Extension:
1. If we make a payment under this Coverage Extension and a claim relating to substantially the same supply of your product or rendering of your service is subsequently made against you, then any amounts paid under this Coverage Extension will be deemed to have been paid on account of such claim.
2. Following any payment we make under this Coverage Extension you must not take any further steps to collect any sums in respect of substantially the same supply of your product or rendering of your service. If you, in breach of this condition, take any such further steps and a claim is brought against you, then there shall be no cover under any part of this insurance in respect of any such claim.

3. We will not be liable to make payment in respect of any element of profit included in the fees and expenses invoiced or any Goods And Services Tax.

4. Payment by us under this Coverage Extension, in itself, does not constitute an admission or assumption of liability or a conclusion that your product or your service failed or is defective, deficient, inadequate or dangerous.

d) The Deductible applicable to this Coverage Extension is:

1. the Deductible shown in the Schedule for financial injury or technology-related injury, whichever is applicable; or

2. 10% of the fees and expenses invoiced; whichever is the greater.

---

**Extension to Coverage 1, Loss of Data or Documents Of Others**

Under Coverage 1 only, we will pay for costs and expenses the insured becomes legally liable to pay for loss of or damage to documents owned by others including information stored in electronic form whilst in the custody of the insured or other persons or organisations to whom the insured has entrusted such documents.

Provided that in connection with this Coverage Extension:

a) we will not be liable in respect of any:
   1. claims arising from wear and tear, gradual deterioration, moth or vermin.
   2. damages, loss, cost or expense arising out of any dispute as to ownership of or title to documents.

b) the Deductible applicable to this Coverage Extension is the Deductible shown in the Schedule for financial injury or technology-related injury, whichever is applicable.

c) any claim must be supported by bills and accounts which will be approved by a competent person to be nominated by us.

d) documents shall not include money.

---

**Extension to Coverage 1, Continuous Cover**

Under Coverage 1 only, coverage is extended to include a claim first made against an insured during the Policy Period or Extended Reporting Periods for financial injury or technology-related injury even if you:

- first became aware, prior to the Policy Period, that such claim might or could arise from facts known to you; and
- had not notified us of such facts prior to the Policy Period.

Subject to all the terms and conditions of this insurance and notwithstanding subparagraph b) of the Prior Acts, Claims or Circumstances Exclusion, this Coverage Extension applies to a notification to us during the Policy Period for a claim provided that:

- we were and have continued to be your financial injury or technology-related injury insurer without interruption from when you first became aware of the facts; and
- coverage afforded under this extension will be no greater in amount or broader in terms and conditions than that afforded by the policy or coverage section in place with us at the time you became first aware of the facts;
- our liability does not extend to any amount that represents the extent to which our interests are prejudiced due to such later notification of the facts; and
- there has not been any fraudulent non-disclosure or fraudulent misrepresentation by you in respect of such facts.
### Who Is An Insured

Each of the following qualify as an insured under this insurance.

#### Named Insured

The person(s) or organisation(s) shown in the Schedule qualify as a Named Insured.

#### Directors, Officers or Employees

Past, present and future directors, officers, employees, work experience persons and voluntary workers of yours are insureds, but only while acting within the scope of their duties in such capacity.

#### Partnerships or Joint Ventures

Past, present and future partners or members of a partnership or joint venture qualify as insureds, but only with respect to the operation of such partnership or joint venture.

However, no co-partner or co-joint venturer of a partnership or joint venture is an insured unless also shown in the Schedule.

#### Social or Sporting Clubs

Past, present and future officers and members of your social or sporting clubs are insureds, but only while acting in their respective capacities as such officers or members.

#### Spouses, Estates or Legal Representatives

a) The spouses of sole proprietors and partners who are a Named Insured are insureds.

b) The estate, heirs, legal representatives or assigns of a deceased director, officer, employee of you is an insured.

However, no such person or organisation described in paragraph a) or b) above is an insured with respect to any damages, loss, cost or expense arising out of any act committed or allegedly committed by such person or organisation.

#### Subsidiaries or Newly Acquired or Organisations

Created Subsidiaries

a) Organisations that are a subsidiary of yours at the commencement of the Policy Period qualify as a Named Insured.

b) Organisations that were previously a subsidiary of yours that have ceased to be a subsidiary prior to the Policy Period qualify as a Named Insured.

However, such organisation is an insured only for injury caused by an act to which this insurance applies that happens whilst the organisation was a subsidiary and you remain responsible for the conduct of such organisation.

c) An organisation that becomes a subsidiary during the Policy Period qualifies as a Named Insured provided that its business is substantially similar to your business.

d) However, no person or organisation is an insured in connection with an organisation described in paragraph c) above with respect to any act, injury or damage happening beyond the Policy Period or 60 days from the date such organisation became a subsidiary, whichever comes first, unless, prior to this time:

1. you have notified us of the acquisition or creation of the organisation and have provided all information we have requested;

2. we have offered to extend coverage for the organisation for an additional period (up to the end of the Policy Period) on terms and conditions (including any additional premium) determined by us; and

3. you have accepted such terms and conditions.

#### Run Off Coverage upon Death or Change of Ownership

If you die, or if your business ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then coverage with respect to such person, partnership or organisation will continue until expiry of this Policy but only for:

- bodily injury or property damage;
- or other injury caused by an act;

...to which this insurance applies that happens prior to the date that the person died or partnership or organisation effectively ceased to exist or operate or was consolidated with, merged into or acquired by another entity, unless otherwise agreed in writing by us.

#### Additional Insureds

The following special provisions apply to all Additional Insureds under this insurance or by an endorsement made part of this insurance.

a) Persons or organisations described as Additional Insureds are insureds; but they are insureds only if you are obligated pursuant to a written contract or agreement between you and such person or organisation to provide them with status as an insured as is afforded by this Policy.

However, such person or organisation is an insured only:

1. to the minimum extent such contract or agreement requires the person or organisation to be afforded status as an insured;

2. for such activities that occur after the execution of the contract or agreement; and

3. with respect to their liability for damages, loss, cost or expense, for injury or damage to which this
insurance applies.

a) Notwithstanding paragraph a) above, no person or organisation is an insured with respect to any liability of another person or organisation they assume in a contract or agreement unless such liability for damages, loss, cost or expense to which this insurance applies, would exist in the absence of such contract or agreement.

Additional Insureds, Contract Personnel

Contract personnel you retain directly or through a contract with a supply organisation are Additional Insureds.

However, such contract personnel are an insured only:

a) for:

1. bodily injury or property damage; or

2. other injury caused by an act:

to which this insurance applies that happens after the execution of such contract; and

b) while acting within the scope of their duties related to the conduct of your business.

No such person or organisation is an insured that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).

Additional Insureds, Lessors of Premises

With respect to Coverage 2 only, persons or organisations from whom you lease premises are Additional Insureds.

However, such person or organisation is an insured only:

• with respect to the ownership, maintenance or use of that particular part of such premises leased to you; and

• for such activities that occur while you are a tenant in the premises.

However, no such person or organisation is insured:

• with respect to any structural alteration, new construction or demolition operations performed by or on behalf of them.

• that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).

Limitations on Who Is An Insured

Except to the extent provided under the Subsidiaries Or Newly Acquired Or Created Subsidiaries provision, no person or organisation is an insured with respect to the conduct of any person or organisation that is not shown as a Named Insured in the Schedule.

Limits of Insurance

The Limits Of Insurance shown in the Schedule and the rules below fix the most we will pay, regardless of the number of:

• insureds;

• claims made or suits brought; or

• persons or organisations making claims or bringing suits.

If Coverage 1 and Coverage 2 of this insurance would otherwise apply to the same occurrence, act or claim or series of occurrences, acts or claims consequent or attributable to the same or substantially the same source or original cause, then the aggregate maximum Limit Of Insurance under Coverages 1 and 2 shall not exceed the highest applicable Limit Of Insurance under Coverages 1 or 2 of this insurance.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Schedule. If the Policy Period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Financial Injury Each Act Limit

The Financial Injury Each Act Limit is the most we will pay for the sum of:

• all damages and other amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance for all financial injury; and

• all amounts paid under any coverage extension to Coverage 1;

arising out of any one act or series of acts.

Any such sums we pay will reduce the amount of any other applicable limit.

If an applicable limit has been reduced to an amount that is less than the Each Act Limit, then the remaining amount of such limit is the most that will be available for any other payment.

Technology-Related Injury Each Act Limit

The Technology-Related Injury Each Act Limit is the most we will pay for the sum of:

• all damages and other amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance for all technology-related injury arising out of any one act or series of acts; and

• all amounts paid under any coverage extension to Coverage 1;

arising out of any one act or series of acts.

Any such sums we pay will reduce the amount of any other applicable limit.
If the applicable limit has been reduced to an amount that is less than the Each Act Limit, then the remaining amount of such limit is the most that will be available for any other payment.

**Financial Injury and Technology-Related Injury Aggregate Limit**

Subject to the Financial Injury Each Act Limit and the Technology-Related Injury Each Act Limit, the Financial Injury And Technology-Related Injury Aggregate Limit is the most we will pay for the sum of damages and other amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance in connection with financial injury and technology-related injury; and

• all damages and other amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance in connection with financial injury and technology-related injury; and
• all amounts paid under any coverage extension to Coverage 1.

Any such sum we pay will reduce the amount of this Aggregate Limit and any other applicable limit. The remaining amount of any such limits is the most that will be available for any other payment.

**Fee and Expenses Mitigation Aggregate Limit**

Subject to the Financial Injury Each Act Limit and the Financial Injury And Technology-Related Injury Aggregate Limit, the Fee And Expenses Mitigation Aggregate Limit is the most we will pay for the sum of all fees, expenses and other amounts described as reducing the Limits Of Insurance in connection with financial injury and technology-related injury; and

The remaining amount of any such limit is the most that will be available for any other payment.

**Bodily Injury And Property Damage Each Occurrence Limit**

The Bodily Injury And Property Damage Each Occurrence Limit is the most we will pay for the sum of all damages and other amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance in connection with personal injury.

Any such sum we pay will reduce the amount of this Aggregate Limit and any other applicable limit. The remaining amount of any such limits is the most that will be available for any other payment.

**Pollution Aggregate Limit**

Subject to the Bodily Injury And Property Damage Each Occurrence Limit and all other limits, the Pollution Aggregate Limit is the most we will pay for the sum of all damages and other amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance in connection with pollutants.

Any such sum we pay will reduce the amount of this Aggregate Limit and any other applicable limit. The remaining amount of any such limits is the most that will be available for any other payment.

**Damage to Various Property of Others (Care, Custody or Control) Aggregate Limit**

Subject to the Bodily Injury And Property Damage Each Occurrence Limit, the Damage To Various Property of Others (CCC) Aggregate Limit is the most we will pay for the sum of all damages and other amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance in connection with property damage to any:

• personal property loaned or leased to you;
• property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
• property on your premises for purposes of performing operations on such property by you or on your behalf;
• tools or equipment used by you or on your behalf in performing operations;
2. for claimant costs;
3. under the Investigation, Defence And Settlement section of this insurance for claim defence expense with respect to Coverage 1;
4. for recall expenses; or
5. for privacy remediation expenses;

will reduce the Limits Of Insurance.

b) Payments we make under:

1. the Investigation, Defence And Settlements section of this insurance for claim defence expenses with respect of Coverage 2; or
2. the Supplementary Payments section of this insurance;

will not reduce the Limits Of Insurance.

Deductible

Deductible Payment and Reimbursement

a) If we pay or incur amounts for damages or expenses of any sort to which this insurance applies, then it is a provision of this insurance that you must reimburse us within sixty (60) days of our request for these amounts up to the amount of the applicable Deductible as shown in the Schedule.
b) The Deductible amounts applying to each coverage are shown in the Schedule. Each Deductible shown in the Schedule applies separately from and in addition to any other Deductible shown in the Schedule.
c) if the applicable Deductible is indicated to apply on the basis of:

1. each claim, then the applicable Deductible applies separately to each claim made by each person or organisation making a claim in respect of each separate act or occurrence.

2. each recall, then the applicable Deductible applies separately to each recall. For the purposes of application of a recall based Deductible, actions taken to regain control of units of the same or kindred goods or products which are your product and which are subject to the same harmful condition, will be considered to be part of the one recall.

d) Deductibles apply separately to each consecutive annual period and to any remaining extension periods of less than twelve (12) months, starting with the beginning of the Policy Period shown in the Schedule.
e) The amount of any applicable Deductible will not be less than the amount shown in the Schedule, regardless of whether this insurance is:

1. issued for a period of less than twelve (12) months; or
2. terminated before the end of the Policy Period, for any reason.

f) Amounts that are within the Deductible will not reduce the Aggregate Limits Of Insurance.

Deductible Conditions

Regardless of the application of any Deductible:

• we may, at our discretion, initiate, discontinue or control any appeal of a judgment, if we consider such judgment or appeal may result in payment under this insurance.
• the requirements of this insurance for you to notify us of any act, occurrence or defect under the applicable Coverage continue to apply.
• the terms and conditions of this insurance continue to apply, including those with respect to our rights to

investigate any claim, suit or other loss circumstance under the applicable Coverage and to make any settlement and with respect to our rights of recovery against others.

Exclusions

The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this insurance.

Adjustment, Inspection, Recall or Replacement Expenses

a) With respect to Coverages 1 and 4, this insurance does not apply to any damages, loss, cost or expense incurred by any insured or others for any adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of:

1. your product or your service;

2. any property containing or incorporating your product or your service;

3. any property on which your service is or was performed;

4. any content, information or material;

5. any other good, product, property or service;

regardless of whether any such adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal is performed by any insured or others.

b) With respect to Coverage 2, this insurance does not apply to any damages, loss, cost or expense incurred by any insured or others for the loss of use or any adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of:

1. your product or your service;

2. any property containing or incorporating your product or your service;

3. any property on which your service is or was performed;

Paragraphs a) and b) above do not apply to coverage provided under the Coverage Extension under Coverage 1 titled Loss Of Data Or Documents Of Others.

Aircraft or Watercraft

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of the ownership, possession, maintenance, use (use includes operation and loading or unloading) or entrustment to others of any:

- aircraft;
- watercraft;

by or on behalf of any insured.

With respect to bodily injury and property damage only, this exclusion does not apply to a watercraft:

- while ashore on premises owned by or rented to you;
- under 8 metres in length; or
- operated by an independent contractor.

Aircraft Products

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of any aircraft product or any missile or spacecraft, including any:

- article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any aircraft, missile or spacecraft, or furnished or used in connection therewith;
- air or space communication, guidance or navigation system;
- ground control, handling or support equipment or tools furnished or used in connection therewith;
- equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
- blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
- engineering or other advice, instruction, labour or service relating to any of the foregoing.

Amounts Paid or Restitution

With respect to all coverages, this insurance does not apply to any:

a) 1. amount that constitutes disgorgement; or

2. charges, fees or consideration owed or paid to any insured in connection with your product or your service, including any restitution or return of any such amount;

b) cost or expense to perform any obligation assumed by or on behalf of any insured; or

c) damages, loss, cost or expense incurred, or agreed to, by or on
behalf of any insured.

Paragraph a)2. above does not apply to the Coverage Extension under Coverage 1 titled Fee And Expense Mitigation.

Subparagraph b) above does not apply to attorney fees or litigation expenses that are claim defence expenses to defend the indemnitee of the insured, provided the obligation for the cost of the defence of such indemnitee has been assumed by such insured in an intellectual property indemnity to which this insurance applies.

Paragraph c) above does not apply to such damages, loss, cost or expense agreed to in a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative.

Asbestos, Silica or Similar Compounds Including Mixed Dust

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising in whole or in part out of any:

- actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos, silica or mixed dust.
- demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of asbestos, silica or mixed dust.
- claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of asbestos, silica or mixed dust.

Benefit Plans or Laws

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any benefit plan or trust established or maintained for the purpose of providing pensions, annuities, superannuation, pension, profit sharing, health and welfare or other employee or other form of benefits to employees of any insured or contract personnel.

Bodily Injury

With respect to Coverages 1, 3 and 4, this insurance does not apply to any damages, loss, cost or expense for any bodily injury.

This exclusion also applies to any obligation to share any damages, loss, cost or expense with or to repay any person or organisation that must pay any damages, loss, cost or expense for any of the foregoing.

Continuing Acts

With respect to Coverage 1 and coverage for personal injury under Coverage 2, this insurance does not apply to any damages, loss, cost or expense arising out of any continuation or resumption of any act after the later of the end of the Policy Period of:

a) this insurance; or
b) a subsequent, continuous renewal or replacement of this insurance:

1. that is issued to you by us or by an affiliate of ours; and
2. which would otherwise apply to such act.

Contract Indemnity

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense for which the insured is obligated by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- to which this insurance applies, that such insured would have in the absence of such contract or agreement;
- or assumed in an intellectual property indemnity.

Crime, Dishonesty, Fraud or Malice

With respect to Coverage 1 and coverage for personal injury under Coverage 2, this insurance does not apply to any damages, loss, cost or expense arising out of any criminal, dishonest, fraudulent or malicious conduct:

- committed by the insured;
- committed with the consent or knowledge of the insured; or
- that would have been known from the standpoint of a reasonable person in the circumstances of the insured.

Damage to Owned Property

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of property damage to any property owned by the insured.

Damage to Tangible Property

With respect to Coverages 1 and 4, this insurance does not apply to any damages, loss, cost or expense for any:

- physical injury to tangible property; or
- other injury because any tangible property cannot be used or is less useful due to physical injury to it or to any other tangible property.
Tangible property does not include software, data or other information that is in electronic form.

This exclusion also applies to any obligation to share any damages, loss, cost or expense with or to repay any person or organisation that must pay any damages, loss, cost or expense for any of the foregoing.

This exclusion does not apply to coverage provided under Coverage 1 Extension titled Loss Of Data Or Documents Of Others.

**Damage to Various Property of Others (Care, Control Or Custody)**

a) With respect to Coverage 2, this insurance does not apply to any damages, cost or expense arising out of property damage to any property in the insured’s physical custody or under the insured’s legal control.

b) This exclusion does not apply to property damage to:

1. premises that are rented or leased to you;

2. **vehicles** (not used by any insured or on any insured’s behalf) that happens in your car park, unless arising out of any part of any insured’s business of ownership or operation of a car park for reward;

3. property on your premises for purposes of performing operations on such property by you or on your behalf;

4. personal property loaned or leased to you;

5. property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;

6. tools or equipment used by you or on your behalf in performing operations; or

7. property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

c) Paragraph b) above does not apply (and therefore Coverage 2 of this insurance does not apply) to property damage to documents.

**Damage to Your Product**

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of property damage to your product or any part of it.

**Deliberate Acts**

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of:

a) any act or failure to act:

1. intended by the insured; or

2. that would be expected from the standpoint of a reasonable person in the circumstances of the insured;

b) any actual, alleged or threatened decision by any insured:

1. not to effect, maintain, procure or secure; or

2. to cancel, let lapse, modify, not renew, revoke, suspend or otherwise impair;

in whole or in part at any time, any bond, insurance, lease, license, order, permit or other contract or agreement that any insured is obligated to effect, maintain, procure or secure.

c) or in any way related to any actual, alleged or threatened decompilation or reverse engineering of any other person’s or organisation’s:

1. software or its source content or material;

2. other computer code or its source content or material; or

3. method or process designed to control or facilitate any operation or other use of any computer or other automated system;

that:

• was committed by the insured;

• was committed with the consent or knowledge of the insured; or

• would have been expected from the standpoint of a reasonable person in the circumstances of the insured.

With respect to Coverage 2 only, subparagraph a) above does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or tangible property.

With respect to Coverage 1 only, subparagraph c) above does not apply to the extent such decompilation or reverse engineering was expressly authorised by the owner of such code, method or process.

**Deterioration**

With respect to Coverage 3, this insurance does not apply to any damages, loss, cost or expense arising out of:

a) expiration of:

1. normal shelf life; or

2. statutory or normal industry recognised “use by” date;
Governmental Claims or Proceedings
With respect to Coverage 1, this insurance does not apply to any damages, loss, cost or expense in any way related to any claim or proceeding made by or on behalf of any governmental authority.

This exclusion does not apply to:

a) the liability for damages for injury, to which this insurance applies:

1. sustained by a governmental authority (other than the insured) that results from its ownership, maintenance or use of your product or your service; or

2. that the insured would have in the absence of such claim or proceeding made by or on behalf of a governmental authority.

b) Coverage 4, Privacy Remediation Expenses Coverage.

c) Extension to Coverage 1, Representation At Inquiries Or Professional Bodies.

Information Distribution Laws
With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of:

- the Spam Act 2003 (Cth) or similar legislation enacted by the Commonwealth of Australia or its States or Territories; or

- any other statute, law, ordinance or regulation enacted anywhere in the world relating to unsolicited communicating, distribution, publication, sending or transmitting of content, information or material.

Injunction Compliance Costs
With respect to all coverages, except Coverage 3 and 4, this insurance does not apply to any damages, loss, cost or expense incurred by any insured or others to comply with any injunction or other equitable relief.

Insureds or Affiliates
With respect to Coverage 1, this insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage actually or allegedly sustained by any:

a) insured.

b) person or organisation that:

1. controls the composition of any organisation's board;

2. is in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of any organisation; or

3. holds more than 50% of the issued share capital of any organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);

that is an insured.

c) subsidiary of any insured.

d) member or partner of any partnership or joint venture in which any insured has any interest.

e) officer or member of any social or sporting clubs of any organisation described above.

f) director, officer, stockholder, employee, work experience person or voluntary worker of any organisation described above.

g) agent, assignee, custodian of property, heir, representative or successor of any person or organisation described above.

h) spouse of any person described above.
This exclusion does not apply to injury under Coverage 1, to which this insurance applies, that is sustained by an insured, that is:

- an Additional Insured under this insurance or by an endorsement made part of this insurance;
- otherwise a third party; and
- not a person or organisation described in subparagraphs b), c) or d) above.

**Intellectual Property Laws or Rights**

a) With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:

1. assertion; or
2. infringement or violation;

by any person or organisation (including any insured) of any intellectual property law or right.

b) This exclusion applies regardless of whether this insurance would otherwise apply to any part of any such damages, loss, cost or expense in the absence of any such actual, alleged or threatened assertion, infringement or violation.

c) With respect to technology-related injury under Coverage 1 only, this exclusion applies, unless such damages, loss, cost or expense relate to subparagraphs a), b) or c) in the definition of technology-related injury and such injury:

1. is caused by an act described in subparagraphs a), b) or c) in the definition of technology-related injury; and
2. does not arise out of, give rise to or in any way relate to any actual, alleged or threatened assertion, infringement or violation of any intellectual property law or right, other than one described in subparagraph’s a), b) or c) in the definition of technology-related injury.

d) Paragraph c) above does not apply (and therefore this insurance does not apply) if such injury is actually or allegedly sustained by any person or organisation that creates, designs, develops, licences or provides any content, good, information, material, product, property or service (including any intellectual property) to or for any insured or any agent, assignee, heir, representative or successor of such person or organisation.

**Known Defects**

With respect to Coverage 3, this insurance does not apply to any damages, loss, cost or expense arising out of any good or product that has a defect if such defect was known, or should have been known, by you prior to the:

- effective date of this insurance; or
- delivery of your product by you or any person or organisation acting on your behalf.

**Nuclear**

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**Personal or Reputation Injuries**

a) With respect to Coverages 1 and 4, this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:

1. arrest, detention or imprisonment;
2. prosecution;
3. a) eviction; or
   b) invasion or other violation of a right of occupancy; or
4. discrimination, harassment or segregation.

b) Paragraph a) above also applies to any obligation to share any damages, loss, cost or expense with or to repay any person or organisation that must pay any damages, loss, cost or expense for any of the foregoing.

**Pollution**

With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of:

a) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

b) any:

1. demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of pollutants; or
2. claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up,
removing, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of pollutants.

With respect to Coverage 2 only, subparagraphs a) and b) above do not apply to the liability for damages for bodily injury or property damage if caused by a discharge, dispersal, release or escape that is sudden and accidental and which happens in its entirety at a specific place and time.

Notwithstanding the above, this insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

• happening in the United States of America or Canada, or their territories or possessions; or
• in respect of which an action for damages is brought in the courts of the United States of America or Canada, or their territories or possessions.

Prior Acts, Claims or Circumstances
With respect to Coverage 1, this insurance does not apply to any damages, loss, cost or expense arising out of any injury, damage, act, claim, suit or other facts:

a) reported, in whole or in part at any time, to us or to any other insurer under any insurance that is preceding or prior to this coverage;

b) known by the insured or that should have been known from the standpoint of a reasonable person in the circumstances of the insured before the later of the:

1. beginning of the Policy Period; or

2. effective date such person or organisation first became covered under this insurance;

that could reasonably be expected to result in any payment under this insurance; or

c) noted on any application for the current Policy Period or on any previous application;

including any continuation or resumption of any such act, injury or damage at any time.

Prior Goods or Products of Acquired Organisations
With respect to Coverage 3, this insurance does not apply to any damages, loss, cost or expense arising out of any goods or products manufactured, sold, handled or distributed by any organisation an insured acquires, if such goods or products were manufactured, sold, handled or distributed prior to the execution of such acquisition.

Publications with Knowledge of Falsity
With respect to Coverage 1 and coverage for personal injury under Coverage 2, this insurance does not apply to any damages, loss, cost or expense arising out of any electronic, oral, written or other publication of content, information or material by or with the consent of the insured:

• with the knowledge of its falsity; or
• if, from the standpoint of a reasonable person in the circumstances of such insured, such content, information or material would have been known to be false.

Restrain Of Trade or Unfair Business
With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:

a) anti-competition, interference with economic relations (including interference with contractual relations or with prospective advantage), monopolisation, predatory pricing, price discrimination, price-fixing, restraint of trade, unfair competition or unfair business or trade practice, or other similar practices.

b) violation of any judicial, regulatory or statutory law:

1. relating to any practice described in paragraph a) above; or

2. designed, in whole or in part, to:

a) ensure or maintain competition within a marketplace; or

b) prevent or prohibit any practice that adversely affects a marketplace.

c) violation of any judicial, regulatory or statutory law designed, in whole or in part, to ensure or maintain marketplace integrity against practices of persons or organisations that participate or conspire to participate in illegal activity.

Securities Laws
With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of any securities law.

Successor Liability
With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of any:

• ownership, maintenance or use of any assets; or

• conduct of any person or organisation whose assets, business or organisation;

you acquire or have acquired directly or indirectly, for any damages, loss, cost or expense in connection with any act, injury or damage happening, in whole or in part, before such acquisition is executed, including any continuation or resumption of any such act, injury or damage at any time.

Terrorism
With respect to all coverages, this
insurance does not apply to any damages, loss, cost or expense arising out of terrorism or any action in controlling, preventing, suppressing or in any way relating to terrorism.

If we allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon the insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.

Theft of Tangible Property
With respect to Coverage 1, this insurance does not apply to any damages, loss, cost or expense incurred by any insured or others for the value of tangible property itself, if such property is actually or allegedly lost due to actual or alleged theft of such property committed, in whole or in part, by any insured's employees or directors, officers, partners, contract personnel or workers (whether or not any of the foregoing is an employee).

Vehicles
With respect to all coverages, this insurance does not apply to any damages, loss, cost or expense arising out of the ownership, possession, maintenance or use of any vehicle in respect of which there is required by law to be in force a policy of compulsory liability insurance or contribution to a statutory fund for that purpose.

a) With respect to Coverage 2 only, this exclusion does not apply to bodily injury that is not covered by compulsory liability insurance or any statutory fund, unless by reason of any:

1. breach of legislation relating to vehicles;

2. failure to effect compulsory liability insurance or contribute to any statutory fund; or

3. financial inadequacy of a provider of compulsory liability insurance or any statutory fund.

b) With respect to Coverage 2 only, in the absence of any such insurance or fund, this exclusion will not apply to bodily injury or property damage:

1. that happens beyond the limits of a carriageway or thoroughfare;

2. caused by the loading or unloading of a vehicle;

3. resulting from the use of a vehicle (not owned, hired, leased or supplied by any insured and not required to be insured by any insured by virtue of any legislation governing its use); or

4. resulting from the use of a vehicle as a tool of trade on a site where you are undertaking work or at your premises.

However, this insurance does not apply to property damage to any vehicle described in subparagraphs b)2., b)3. or b)4. above.

Extended Reporting Period
The Extended Reporting Period applies only to Coverage 1.

When the Extended Reporting Period Applies
We agree to provide a Sixty Day Extended Reporting Period, but only if:

a) this insurance (and all its coverages) is cancelled or not renewed (for reasons other than those referred to in Section 60 of the Insurance Contracts Act 1984 (Cth)); or

b) we renew or replace Coverage 1 of this insurance with other insurance that:

1. has a retroactive date applicable to the first Named Insured later than the Retroactive Date shown in the Schedule of this insurance; or

2. does not apply on a claims-made basis.

How the Extended Reporting Period Applies
The Extended Reporting Period:

a) applies only to claims under Coverage 1 to which this insurance applies that are:

1. first made against an insured during the Policy Period or Extended Reporting Period; and

2. notified to us in writing during the Extended Reporting Period; and

3. arising from acts first happening after the Retroactive Date shown in the Schedule and before the end of the Policy Period.

b) do not:

1. extend the Policy Period or change the scope of coverage to which this insurance applies.

2. increase or reinstate the Limits Of
Conditions

All Coverages
The following Conditions apply to all Coverages.

Audit of Books and Records
We may audit any Insured’s books and records as they relate to this insurance at any time during the term of this insurance and up to 3 years afterwards.

Cancellation
The first Named Insured may cancel this insurance at any time by sending us a written request or by returning the Policy and stating when thereafter cancellation is to take effect.

If the first Named Insured cancels the Policy we will refund 80% of the unearned premium. The unearned premium will be computed on a pro rata basis. In the event of a claim having been notified to us prior to a request to cancel this insurance, there will be no refund of the unearned premium.

Changes
This insurance can only be changed by a written endorsement that becomes part of this insurance. The endorsement must be signed by one of our authorised employees.

Compliance by Insureds
We have no duty to provide coverage under this insurance unless you and any other insured have fully complied with all of the terms and conditions of this insurance.

Our rights to apply this condition in the Commonwealth of Australia shall be subject to Section 54 of the Insurance Contracts Act 1984 (Cth).

Conformance
In the event any term or condition of this insurance is found to be invalid, illegal or unenforceable, in whole or in part, such term or condition or part thereof shall be deemed not to apply to this insurance. However, the validity, legality and enforceability of all other terms and conditions remains unchanged.

Currency
 Amounts under this insurance are expressed and payable in Australian currency.

However, at our discretion, we may pay damages, loss, cost, expense or other amounts in another currency.

In the event of damages, loss, cost, expense or other amounts involving another currency, conversion into or from such currency shall be computed as follows:

• with respect to judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of entry of final judgment or the date of settlement that determines the amount the insured is legally obligated to pay.

• with respect to elements of loss other than payments for judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of our agreement to release payment for such element of loss.

In no event will any conversion into or from another currency result in any
increase in the Limits Of Insurance as expressed in Australian currency.

**Duties In The Event of a Claim, Occurrence, Act Or Other Loss Situation**

1. You must ensure that we are notified in writing as soon as reasonably practicable, but in no event later than the time frames set forth in the applicable Coverage sections of this insurance, of any claim, suit or, in relation to Coverage 2, any act or occurrence, that may involve us.

   Notice must include:

   a) how, when and where the act, injury, damage or occurrence happened;

   b) the names and addresses of any injured persons and organisations and any witnesses;

   c) the nature and location of any injury or damage in connection with the facts; and

   d) any other information we may require.

2. If a claim is made or suit is brought against any insured, you and any other involved insured must:

   a) immediately record the specifics of the claim or suit and the date received;

   b) notify us as soon as practicable; and

   c) ensure we receive written notice of such claim or suit as soon as practicable.

3. You and any other involved insured must:

   a) immediately send us copies of any demands, notices, summonses or other legal papers received in connection with a claim or suit;

   b) authorise us to obtain records and other information if requested;

   c) cooperate with us in the:

      i) investigation and settlement of a claim; and
      ii) defence against a suit;

   d) No insured may settle any claim or suit, incur any claim defence expenses (other than for first aid), assume any contractual obligation or admit any liability with respect to any claim or suit without our written consent. We will not be liable for any settlement, claim defence expenses (other than for first aid), assumed obligation or admission to which we have not consented.

   e) Notice to us under this insurance shall be given in writing addressed to:

      **Notice Of Claim**

      Claim Manager at the address of the Company shown in the Schedule.

      **Other Notices**

      Underwriting Manager at the address of the Company shown in the Schedule.

   f) If facts, a claim or a suit involve any other insurers who may provide insurance coverage, you must ensure that such other insurers are notified as soon as practicable. Further you must cooperate with such other insurers and us in the:

      1. investigation and settlement of a claim; and
      2. defence against a claim.

**Duties In The Event of a Recall - Product Withdrawal Expense**

1. The insured must see to it that we are notified as soon as practicable upon discovery, or upon notification by a governmental organisation, that your product, to which this insurance applies, is or may become the subject of a recall.

2. All insureds must immediately make every reasonable effort to stop any release, shipment, consignment or other distribution of:

   a) your product which is known or suspected to have a defect; and

   b) kindred goods or products until it is determined that those goods or products are not subject to a recall.

3. As often as we reasonably require, any insured must:

   a) permit us to inspect and make copies of records that support all recall expenses claimed.

   b) cooperate with us in the investigation of any recall.

   c) permit us to examine any person under oath, outside the presence of any other person and at such times as may be reasonably required, about any matter relating to this insurance or recall, including any insured’s books and records. In the event of an examination, answers of the person we examine must be signed.

   d) Within ninety (90) days after any insured’s report of a recall to us, the insured must provide to us a sworn report of a recall to us, the
written statement containing the following information:

1. copy of any written notification from a governmental organisation directing that control be regained over your product;

2. documentation that supports your decision to voluntarily regain control over any goods or your product;

3. a complete description and proof of the defect or situation, including the cause of such recall;

4. a listing that identifies your product, including batch or lot numbers, serial numbers and dates of manufacture; and

5. an itemised estimate of the recall expenses.

6. Notice to us under this insurance shall be given in writing addressed to:

   Notice of Claim
   Claim Manager at the address of the Company shown in the Schedule

   Other Notices
   Underwriting Manager at the address of the Company shown in the Schedule

First Named Insured
The person or organisation first named in the Schedule is primarily responsible for payment of all premiums, Deductibles and other amounts payable to us under this insurance. The first Named Insured will act on behalf of all other insureds for the giving and receiving of notices and the receiving of any return premiums that become payable under this insurance.

Goods and Services Tax (GST)
If an insured is entitled to an input tax credit for the premium, that insured must inform us of the extent of that entitlement at or before the time a claim is made under this insurance. We will not be liable for amounts based upon, arising from or in consequence of any insured's misstatement or failure to inform us of the extent of its entitlement to an input tax credit.

The amount of any deductible or retention payable will be less any input tax credit that is or may be available to the insured.

Inspections and Surveys
We have the right but are not obligated to:

• make inspections and surveys of property, business methods or procedures at any time;
• give the insured reports on the conditions of what we inspect or survey; and
• recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We will not arrange to perform the duty of any person or organisation to provide for the health or safety of workers or the public. We also do not warrant that conditions:

• are safe or healthful; or
• comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organisations which make insurance inspections, surveys, reports or recommendations that are used by us to determine insurability and the premiums to be charged.

Joint Duties in Admitted Jurisdictions
This insurance is not a substitute for any compulsory admitted insurance (insurance that is required to be in force to satisfy the legal requirements of a given jurisdiction). You alone have the duty to arrange and maintain compulsory admitted insurance. If you do not arrange and maintain compulsory admitted insurance, then we shall only be liable to the same extent as if you had arranged and maintained such compulsory admitted insurance.

With respect to any claim, suit or other loss circumstance, to which this insurance applies, that arises in an admitted jurisdiction:

a) we have no duty to defend any person or organisation against a claim or suit or any part of a claim or suit; but we may, at our discretion, assume control of or participate in any investigation, defence, settlement or recovery proceedings.

b) you and any other insured must:

   1. make such investigation, defence or settlement as we deem reasonable;
   2. obtain our approval for any payment; and
   3. effect approved payments to others, in accordance with the terms and conditions of this insurance.

c) we will reimburse funds to the insured for payments, approved by us, for damages, loss, cost or expense to which this insurance applies.

d) we will make such reimbursements:

   1. in a jurisdiction that is mutually acceptable; and
   2. until the applicable Limits Of Insurance have been used up.
Legal Jurisdiction
The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of Australia. If any person or organisation sues us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against us must be brought in and determined exclusively in an Australian court of competent jurisdiction.

Premium and Other Amounts Payable
Premiums shown in the Schedule as a deposit premium shall be credited to the amount of the earned premium due at the end of the Policy Period. At the end of the Policy Period, or any part of the Policy Period which ends with the termination of the Policy, the earned premium shall be calculated for such period and, upon notice to you, shall become due and payable. The total adjusted premium for the Policy Period is subject to the minimum premium shown in the Schedule.

You shall keep records of such information as is necessary for premium calculation and shall send copies of such records to us at the end of the Policy Period or during the Policy Period as we may request.

Each Named Insured is jointly and severally liable for any and all amounts payable to us under this insurance, any other insurance issued by us, or an affiliate of ours.

Representations
It is a provision of this insurance that in accepting it the Insureds agree that the representations and statements contained in any application:

- are accurate and complete;
- were made to induce our reliance upon them;
- were made on behalf of all Insureds;
- are material to our decision to provide coverage; and
- are considered as incorporated in and constituting part of this insurance.

Separation of Insureds
Except with respect to the Limits Of Insurance, Cancellation Condition and any rights or duties specifically assigned in this insurance to the first Named Insured, this insurance applies:

- as if each Named Insured were the only Named Insured; and
- separately to each Insured against whom a claim is made or suit is brought.

Titles of Paragraphs
The titles of the various paragraphs of this insurance and endorsements, if any, attached to this insurance are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer of Rights and Duties
The Insured's rights and duties under this insurance may not be transferred without our written consent.

Transfer or Waiver of Rights of Recovery or Subrogation Against Others
We will waive the right of recovery we would otherwise have had against another person or organisation for loss to which this insurance applies if the insured has waived their rights of recovery against such person or organisation in a contract or agreement that is executed before such loss.

To the extent that the Insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the insured will commence proceedings or concur in doing and permit to be done all such actions necessary to transfer those rights of recovery to us and provide any other assistance to us as is necessary to enforce them.

Conditions

Coverage 3
The following Conditions apply to Coverage 3, Product Withdrawal Expense coverage.

Abandonment
There can be no abandonment of property to us unless we specifically agree to such abandonment in writing.

Loss Determination
In making any loss determination under this insurance we will utilise relevant sources of information, including:

- financial records and accounting procedures; and
- bills, invoices and other vouchers.

The amount of loss will be determined based on:

- recall expenses that exceed normal operating expenses; and
- other necessary expenses that reduce recall expenses which otherwise would have been incurred.

We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use in connection with regaining control over your product.

Loss Payment
We will reimburse you for covered recall expenses after we have received the sworn written statement, as described under the Duties in the Event of A Recall - Product Withdrawal Expense Coverage condition, if all Insureds have complied with all of the terms and conditions of this insurance, and:

- we have reached agreement on the amount of loss; or
- an arbitration award has been made.

No Benefits to Others
Insurance under Coverage 3 is for the benefit of you. No other person or organisation may benefit directly from it.
Reduction of Expenses
All insureds must take all necessary and reasonable steps to minimise recall expenses.

Definitions
When used with respect to insurance under this Policy, words and phrases that appear in bold print have the special meanings described below.

Act
Act means an act, error or omission and includes all related acts, errors or omissions and all series of continuous, repeated or related acts, errors or omissions.

Admitted Jurisdiction
Admitted jurisdiction means any jurisdiction where we are:

• not licensed or permitted by law to issue insurance; or
• prevented by law or otherwise from investigating, defending against or settling any claim, civil proceeding or other loss circumstance.

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

Application
Application means any information or representation submitted to us by the insured or by any person or organisation on behalf of any insured in applying for this insurance or prior insurance that this replaces.

Asbestos
Asbestos means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste.

Bodily Injury
Bodily injury means physical:
• injury;
• sickness; or
• disease;
sustained by a person, including death, humiliation, mental anguish, mental injury and shock resulting from such injury, sickness or disease. All such humiliation, mental anguish, mental injury and shock shall be deemed to happen at the time of the injury, sickness or disease from which it resulted.

Claim Defence Expenses
Claim defence expenses:

a) means necessary and reasonable:
1. costs, charges, fees (including legal counsels’ fees and experts’ fees) and expenses (other than regular or overtime wages, salaries or fees of the partners, directors, officers or employees of the insured) incurred by us or with our consent in defending against and investigating claims, including the premium for appeal, attachment or similar bonds;
2. expenses incurred by you for first aid rendered to others as a result of bodily injury, up to $10,000 per person and in the aggregate for the Policy Period;
3. costs and expenses incurred by us or with our consent in connection with any investigation of an act or occurrence that we undertake, at our discretion, regardless of whether any claim has been made; and
4. other expenses incurred by us or with our consent, that we allocate to a specific claim, act or occurrence.

b) does not include any expense that would have been incurred by any

Claimant Costs
Claimant costs means attorney fees and litigation expenses incurred by a claimant relating to a suit to which this insurance applies.

Contract Personnel
Contract personnel means:
• a person you retain in your business, under a contract for services, to perform duties related to the conduct of your business; or
• a person who qualifies under the above subparagraph and an organisation that such person is both a director and shareholder of if you retain their services through a contract with that organisation.

Employee
Employee means any person employed under a contract of service or apprenticeship with the Named Insured.

Financial Injury
Financial injury:
• means economic injury, including that resulting from loss of software, data and other information in electronic form, sustained by a person or organisation.
• does not include technology-related injury.

Inquiry
Inquiry means a formal administrative or formal regulatory inquiry by a government, regulatory, self regulatory, professional, statutory or official body or institution that is empowered by law to investigate the affairs of an insured.
Insured
Insured means a person or organisation qualifying as an insured in the Who Is An Insured section of this insurance.

Intellectual Property Indemnity
a) Intellectual property indemnity means a written contract or agreement pertaining to your business in which you assume the liability of another person or organisation (indemnitee) for damages described in subparagraph a) in the definition of technology-related injury, to which this insurance applies, sustained by a third person or organisation, provided:

1. such injury was caused by an act first happening after the execution of such contract or agreement; and
2. such act was committed by:
   a) you or on your behalf; or
   b) such indemnitee, but only to the extent that the act is in accordance with a written contract or agreement between you and the indemnitee.

b) With respect to an act described in subparagraph a) of the definition of technology-related injury, paragraph a) above of this definition applies only if such injury, to which this insurance applies, is caused by the use of your intellectual property, to which this insurance applies, by such indemnitee in accordance with the uses allowed in a written contract or agreement between you and the indemnitee.

For the purpose of this definition, your intellectual property does not include any intellectual property licensed to you.

Intellectual Property Law or Right Intellectual property law or right means any:

- right to, or law recognising an interest in, any patent, trade mark, copyright, circuit layout or design;
- right to, or law recognising an interest in, any trade secret or confidential information or propriety non-personal information;
- right to, or law recognising an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or any other intellectual property;
- law relating to passing off, piracy, unfair competition or similar practice; or
- other law or right similar to any of the foregoing, anywhere in the world.

Loading or Unloading
Loading or unloading:

a) means the handling of property:
1. after it is moved from the place where it is accepted for movement into or onto an aircraft, vehicle or watercraft;
2. while it is in or on an aircraft, vehicle or watercraft; or
3. while it is being moved from an aircraft, vehicle or watercraft to the place where it is finally delivered.

b) does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, vehicle or watercraft.

Mixed Dust
Mixed dust means any combination or mixture of asbestos or silica and any other dust, fibres or particles, in any form, including any presence or use in any alloy, by-product, compound or other material or waste.

Money
Money means any:

- a) medium of exchange adopted or authorised by a government as part of its currency;
- b) contract, instrument or security that represents anything described in subparagraph a) above; or
- c) data or other information that represents any money or other property described in subparagraphs a) or b) above.

Occurrence
Occurrence means an event, including continuous or repeated exposure to substantially the same general harmful conditions, that would be unexpected and unintended from the standpoint of a reasonable person in the circumstances of the insured.

Officer
Officer means a person holding any of the officer positions created by an organisation’s charter, constitution, articles of association, by-laws or any other similar governing document or any similar positions within an organisation.

Other Insurance
Other insurance:

- means any insurance or bond affording coverage that this insurance would also offer.
- includes any type of deductible, self-insurance or other mechanism arranged for funding of loss.
- does not include insurance negotiated specifically to apply in excess of the Limits Of Insurance shown in the Schedule of this insurance.

Personal Injury
Personal injury means injury, including humiliation, mental anguish, mental injury and shock, caused by an act of:

- a) false arrest, false detention or other false imprisonment;
- b) malicious prosecution;
- c) wrongful entry into, wrongful
Products hazard:

a) includes **bodily injury** and **property damage** arising out of your product, but only if the bodily injury or property damage happens away from premises owned or occupied by or loaned or rented to you and happens after physical possession of such product has been relinquished to others.

b) notwithstanding anything to the contrary set forth above, includes all **bodily injury** and **property damage** in connection with your **product** that is or was at any time:

1. located for the use of; or
2. loaned or rented to;

that:

• is not intended by any **insured**;
• reasonable person in the circumstances of any **insured** would not expect; and
• arises out of the conduct of any **insured**, or a person or organisation acting on behalf of any **insured**.

Such recall may be:

• a voluntary action initiated or requested by, or on behalf of, you; or
• required by statute, regulation, ordinance, law or directive of a governmental organisation.

Recall does not include any actual, alleged or threatened condition arising out of malicious alteration or contamination of goods or products.

Recall Expenses

Recall expenses means that part of the following expenses which are reasonable, necessary and devoted exclusively to activities related to a **recall** of your **product** to which this insurance applies:

• broadcast, electronic, printed, telecast and telephonic announcements, communications and notices;
• transportation and storage of such products or replacements thereof; or
• destruction and disposal of the products.

Recall expenses does not include any:

• cost or expense to correct any defect;
• cost or expense of inspecting, adjusting or repairing your **product** or any other property;
• cost or expense of removing any such product from any other goods or products or from any other property;
• cost of the product, replacements thereof or of any other property;
• cost or expense of installing any replacement goods, products or other property;
• refund to any person or organisation, including any cost or expense in...
connection with such refund; or
• cost or expense in connection with the realisation, maintenance or recovery of market share, goodwill, reputation, revenue or profit.

Securities Law
Securities law means any judicial, regulatory or statutory law designed, in whole or in part, to:
• prevent or prohibit fraudulent, unfair or similar practices; or
• require full and periodic disclosure of information;

in connection with any:
• offering; 
• registration; or
• trading;

of any instrument or other evidence of credit or ownership.

Silica
Silica means silica in any form (including silicates or similar silicon compounds), including its presence or use in any alloy, by-product, compound or other material or waste.

Subsidiary
Subsidiary means an organisation:

a) the accounts of which are consolidated with the accounts of a Named Insured as shown in the Schedule, in accordance with Australian Accounting Standard AASB 1024: Consolidated Accounts or any successor standard; or
b) in which a Named Insured as shown in the Schedule:

1. controls the composition of the organisation’s board;

2. is in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the organisation; or

3. holds more than 50% of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Substantial
Substantial means considerable in extent and degree and not illusory or imaginary

Suit
Suit:

a) means a civil proceeding in which damages for injury, to which this insurance applies, are sought 
b) includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the insured must submit or does submit with our consent.

With respect to Coverage 1 only, subparagraph a) above includes a claim for injunctive relief to prevent such injury from continuing or resuming.

Technology-Related Injury
Technology-related injury means injury (including that resulting from loss of software, data and other information in electronic form) sustained by a person or organisation that is caused by an act that results in actual or suspected:

a) infringement upon a person’s or organisation’s:

1. trade mark;

2. copyright;

3. circuit layout;

4. registered design; or

5. internet domain name or e-mail address.

b) misuse of confidential information or breach of duty of confidentiality. 
c) passing off. 
d) electronic, oral, written or other:

1. publication of content, information or material that libels or slanders a person or organisation; or

2. publication, disclosure or other use of content, information or material that violates a person’s right of privacy or right of publicity.

Terrorism
Terrorism means any act, including the use of force or violence or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

Vehicle
Vehicle means any type of machine (including any trailer, machinery or apparatus attached thereto) that travels on wheels or self-laid tracks and is propelled by other than manual or animal power.

Waste
Waste includes material to be recycled, reconditioned or reclaimed.

Watercraft
Watercraft means any vessel, craft or thing made or intended to float on or in or travel on or through water.
Your Product
Your product:

a) means:

1. goods or products, including:
   a) communication, computer, electronic, Internet, information, network or website:
      i. equipment or parts; or
      ii. programs or systems; or
   b) software, data or other information that is in electronic form;
      manufactured, created, constructed, erected, installed, repaired, serviced, treated, sold, leased or licensed (to others), supplied or distributed on or through the Internet or otherwise by:
      • you;
      • others trading under your name; or
      • a person or organisation whose assets or business you have acquired.
   2. containers (other than aircraft, vehicles or watercraft), materials, parts or equipment furnished in connection with:
      a) such goods or products described in subparagraph a)1. above; or
      b) your service.
   3. vending machines and other property loaned or rented to or located for the use of others by:
      a) you;
      b) others trading under your name; or
      c) a person or organisation whose assets or business you have acquired;
   4. any other thing deemed by the Competition and Consumer Act 2010 (Cth) to have been manufactured by you.

b) includes:

1. representations or warranties made with respect to the durability, fitness, performance, quality or use of any goods or products described in subparagraph a) above; and
2. the providing of or failure to provide instructions or warnings in connection with any goods or products described in subparagraph a) above.

Your Service
Your service:

a) means analysis, design, integration, maintenance, management, processing, programming, repair or support of:

1. communication, computer, electronic, Internet, information, network or website:
   a) equipment or parts; or
   b) programs or systems; or
   2. software, data or other information that is in electronic form;
      including related consulting, network or computer security, staffing, training and other support services performed by:
      • you or on your behalf; or
      • a person or organisation whose assets or business you have acquired.

b) includes:

1. representations or warranties made with respect to the durability, fitness, performance, quality or use of any service described in subparagraph a) above; and
2. the providing of or failure to provide instructions or warnings in connection with any service described in subparagraph a) above.
About Chubb in Australia

Chubb is the world’s largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country’s largest companies.

More information can be found at www.chubb.com/au

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
F +61 2 9335 3411
www.chubb.com/au

Chubb. Insured.℠