

Nice Work You're covered!



Dear Tarek Obeid

Good news. Subject to the payment of the premium your Business Insurance with Dual Australia is in place for the Insurance Period specified on the Policy Schedule.

Policy Number	PB/48774/000/24/N
Policy	Public Liability - Dual
Cover	Public Liability \$20,000,000
Insurance Period	For the period: 4.00pm Local Standard Time on 01 March 2024 to 4.00pm Local Standard Time on 01 March 2025

Also attached are all the official documents:

- Your Declarations
- Your Policy Schedule
- The Policy Wording
- The Terms and Conditions

All your business details that you supplied to us are included in the "Your Declarations" section. We recommend that you carefully check these details, and if anything is wrong, incomplete or out-of-date please let us know soon and we will make any changes that are needed.

Like all other insurances, your cover is subject to the terms and conditions of the policy wording and whilst we have worked hard to assist you **it is very important that you read these Ts and Cs**, understand your cover and ensure that this cover suits the needs of you and your business.

If you need any changes or need a hand with something made please let us know as soon as possible. You can reach us on 1300 249 268 or drop us a line at support@bizcover.com.au and we will be happy to help you.

Thanks for choosing BizCover, we appreciate your business.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'Michael Gottlieb', written in a cursive style.

Michael Gottlieb

It is very important that you read these terms and conditions as they set out the arrangements between us.

Duty of Disclosure Notice

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

You have this duty until the insurer agrees to insure you.

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

You do not need to tell the insurer anything that:

- reduces the risk it insures you for;
- is of common knowledge;
- it knows or should know as an insurer; or
- it waives your duty to tell it about.

If you do not tell the insurer something

If you do not tell the insurer anything you are required to, it may cancel your insurance contract or reduce the amount it will pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

Personal Accident & Illness Insurance – Duty of Disclosure (Not to Misrepresent)

Before entering into a consumer insurance contract, you have a duty to take reasonable care not to make a misrepresentation to the insurer to enable it to determine whether to insure you and, if so, on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract. Personal Accident insurance and Personal Accident and Illness insurance are the only types of consumer insurance contracts available for purchase through BizCover.

If you make a misrepresentation to the Insurer

If you make a misrepresentation to the insurer and it is determined you failed to take reasonable care not to do so, the insurer may cancel your insurance contract or reduce the amount it will pay you if you make a claim, or both. If it is determined that your misrepresentation to the insurer was fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

Claims Made & Notified Policy Notice –

Relevant if you purchase a Professional indemnity, Cyber liability, IT liability or Management Liability Insurance policy or where otherwise noted in the policy wording.

The proposed insurance is issued on a 'claims made and notified' basis as specified in the policy wording. This means that the policy responds to claims first made against the insured during the policy period and notified to the insurer during that policy period.

Refer to the policy wording for full details.

Under Section 40(3) of the Insurance Contracts Act 1984 (Cth) if the insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the policy expires, the insurer is 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.

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to the insurer during the policy period, the insurer may not cover you under the policy or a subsequent policy for any claim which arises from these circumstances.

When completing the application, and at subsequent renewals, you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see Duty of Disclosure Notice, above) so that your cover under any policy is not compromised.

Retroactive Liability

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the cover provided by the proposed policy is subject to such a retroactive date, then the policy does not cover any claim arising from an actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

Agency Notice

In effecting this insurance BizCover Pty Ltd (ABN 68 127 707 975; AFSL 501769) will be acting under an authority given to it by the insurer and will be effecting the contract as agent of the insurer and not the insured.

General Advice Warning

We do not recommend an insurance policy for you, we only offer the policies available to us from the insurers listed on our website. Any advice provided is General Advice only.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs.

Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy you should read the Product Disclosure Statement and/ or Policy Wording (available on our website) before making any decision about whether to acquire such a financial product.

Renewing the Policy (including Auto-Renewal)

We will send you notification of whether the insurer is prepared to negotiate to renew the policy and if so, on what terms, at least 14 days before the expiry date of your policy.

Unless we require a new proposal or declaration from you to determine your premium or decide to offer renewal (we will tell you by email if this is the case), the renewal notice will show the premium for the new period of insurance and may also include notice of any changes to the terms of your policy.

If you wish to take up such a renewal offer and you are happy the information is accurate and you have no further disclosure to make to insurers under your duty of disclosure (see Duty of Disclosure Notice, above), you will not have to do anything and **if we do not hear from you 7 days before the expiry of your current period of insurance we will automatically deduct / charge the renewal premium from your account / credit or debit card.** If you do not wish to take up the renewal offer **you must contact us** before we deduct this payment which will be within the week before your policy expires.

When you receive a renewal offer, you must tell us before expiry if the information contained in it is incorrect or incomplete and make such additional disclosure to us as is required pursuant to your duty of disclosure. We will then consider the additional information and whether and on what terms we are able to arrange for policy renewal.

If we are not able to automatically renew your policy we will send you an email notification for you to either complete your renewal online or to contact us. Please ensure you keep us updated of any change to your email address.

Commission and Fees

For each insurance product the insurer will charge you a premium. We receive from the insurer a commission that is a percentage of this premium, varying between 0% and 30%.

We also charge per policy a platform fee of \$20 to \$200 (ex. GST) for the policies we arrange. This fee relates to the delivery of the service from BizCover to you including but not limited to the provision and maintenance of the technology platform and the services provided by BizCover's consulting and administrative personnel. It is calculated based on factors including the work involved, the nature of your business and the product selected.

If you elect to pay your premium by monthly instalments, we will also charge you an instalment administration charge of \$8 per month (ex. GST).

If you pay by credit or debit card we may charge you a card (including arrangement & handling) fee. This fee covers the cost of bank charges etc. associated with such facilities.

All fees payable for services will be advised to you separately from your premium on the invoices we provide.

Policy Cancellation

You may cancel your policy at any time by providing **written notice** to us. The insurer may cancel your policy in accordance with the Insurance Contracts Act, 1984 (Cth).

BizCover Remuneration Rights on Policy Cancellation

On cancellation of any insurance policy effected through BizCover, unless the cancellation takes place within any applicable cooling off period, **you agree that the commission and any fees paid to BizCover are non refundable to you** and may be deducted by BizCover from any refund otherwise payable by the insurer to you on cancellation of the policy, irrespective of any terms to the contrary in the policy.

Privacy Collection Notice

We generally collect personal information from you or through service providers that act for us. However, there may be occasions when we collect it from someone else where they hold relevant information.

We will use your personal information for the purposes for which it was collected (usually to arrange a quote for insurance or an insurance policy for you; assist you with any claims you may make; or to contact you), other related purposes and for the other purposes outlined in our Privacy Policy.

You may choose not to give us your personal information, but this may affect our ability to provide you with a product or service, including arranging a quote for insurance or an insurance policy for you, communicate with you or respond to your enquiries.

We may disclose your personal information to insurers, our service providers our referral partners (if you purchased through us as a result of referral) and other parties, as detailed in our Privacy Policy.

For more details on what personal information we collect, how we collect it and from whom, and how we hold, use and disclose your personal information please refer to our Privacy Policy. The Privacy Policy also provides information about how you can access your personal information, seek correction of it and complain about a breach of privacy law and how we will deal with such a complaint.

You can access our Privacy Policy at www.bizcover.com.au/privacy or you can contact us and request a copy be sent to you.

By mail:

Privacy Officer
BizCover Pty Ltd
Level 2, 338 Pitt Street, Sydney NSW 2000

By email:

customerresolution@bizcover.com.au

Dispute Resolution

We have complaint handling and internal dispute resolution procedures in place. This service is available to you free of charge. Clients who are not satisfied with our services may contact our Customer Resolution Officer on **1300 249 268** or **customerresolution@bizcover.com.au** to raise any concerns they have. We will respond to your complaint within fifteen (15) working days and if you are not satisfied with our answer and request us to do so, we will treat your complaint as a dispute. The matter will then be referred to our internal disputes resolution officer and they will respond to you within fifteen (15) working days. If you are still not happy with the outcome you may be able to have your matter considered by the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference.

Determinations of AFCA are binding on us but are not binding on you. Contact details for AFCA are:

Phone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3, Melbourne VIC 3001

Website: www.afca.org.au

Disclosure relating to Hollard International BV

Hollard International BV is a shareholder in BizCover and via a related party, The Hollard Insurance Company Pty Limited, sells (non-retail) insurance policies through the brand RelyOn via the BizCover platform.



LLOYD'S

Public Liability Insurance

LLOYD'S

WE hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay YOU in respect of the contingencies or events specified in the Sections of the POLICY However this POLICY only applies to those Sections as indicated in the Schedule attached to this POLICY.

The POLICY, Schedule, Exclusions and General Conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the POLICY, Schedule, Exclusions and General Conditions shall bear the same meaning wherever it may appear.

Please read **this POLICY** and, if it is incorrect, return it immediately for alteration.

A handwritten signature in black ink, appearing to be "DUAL", written over a horizontal dotted line.

Signed by DUAL Australia Pty Ltd
on behalf of certain underwriters at Lloyd's

Your Declarations

What you told us on 27 Feb 2024

It is important that you check the information you have given us and notify us of any changes or corrections. This is an important part of your duty of disclosure.

What is your occupation?	Labour Hire Service
Business address:	UNIT 42 7-9 CROSS ST BANKSTOWN, 2200 NSW
Total Number of Staff (including Directors, Partners and Employees)?	3
Does Your Business engage or intend to engage any of the below to perform work under the sole or partial direction of You: <ul style="list-style-type: none">• non-clerical contractors• subcontractors• staff from labour hire firms	No
Estimated Annual Revenue	\$50,000
Do you require any interested parties to be noted on your Business Pack or Public Liability policy?	No
In the last 10 years, has your business or you or any partner or director: <ul style="list-style-type: none">• Had any business insurance/liability claims?• Suffered any loss or damage which would have been covered by the proposed insurance policy?• Had any insurance declined or cancelled?• Been convicted of any criminal offence?• Been liable for any civil offence or pecuniary penalties?• Been declared bankrupt or involved in business which became insolvent or subject to any form of insolvency administration (e.g. liquidation, receivership or voluntary administration)?	No
As at today's date does the insured have Public Liability or Business Insurance currently in force that has been paid for?	No
Is the insured eligible for the NSW Small Business Stamp Duty Exemption i.e. the insured is a NSW based small business with turnover of less than \$2 million per annum? Note: The exemption is effective for Public Liability and Professional Indemnity policies incepting on and after Jan 1 2018	Yes
I declare that at the time of taking out or renewing my insurance policy, I am a Capital Gains Tax small business entity (within the meaning of section 152-10 (1AA) of the Income Tax Assessment Act 1997 of the Commonwealth). I am a small business individual / partnership/ company and/ or trust, which is carrying on a business in NSW, and the business has an aggregated turnover of less than \$2 million.	Yes
Declaration	
You agree that:	
A. You are authorised by all parties included in this insurance application (including any partners/principals/directors) to: a. make this application; b. make these declarations; and c. accept the terms and conditions for this insurance contract on their behalf.	
B. You have made all necessary enquiries into the accuracy of the responses given in this insurance application and confirm that the statements and particulars given are true and complete and that no material facts have been omitted or misstated.	
C. Before you enter into a contract of insurance, you have a duty of disclosure under the Insurance Contracts Act. We may ask you questions that are relevant to the insurer's decision to insure you and on what terms. If we do, you must tell us anything that you know and that a reasonable person in the circumstances would include in their answer. You have this duty until the insurer agrees to insure you. If you do not tell us anything that you are required to, the insurer may cancel your	

contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

- D. This insurance is issued by BizCover Pty Ltd (ABN 68 127 707 975; AFSL 501769). Any advice we provide is general advice only and does not take into account your objectives, financial situation or needs. It is up to you to consider those matters in deciding to purchase.
- E. The insurance available through BizCover is limited to the policies and insurers listed on our website.
- F. BizCover acts under a binder agreement with the insurer unless we state otherwise. In any event, we act as agent of the insurer. This means that we represent and act for the insurer only.
- G. Upon a purchase, BizCover receives commission from the insurer, which is an agreed percentage or amount of the premium payable for the policy. We will also charge you a platform fee for each policy you purchase.
- H. A cooling-off period may apply to the policy you purchase. Your Policy Wording or PDS will confirm whether a cooling-off period applies and your entitlements as a result. If you cancel any insurance policy purchased through BizCover after any applicable cooling-off period, the commission and any fees paid to us are non-refundable.
- I. The Policy Wording or PDS will be sent to you soon. You must review all of the documents we send you to ensure suitability for your needs.
- J. After the policy is taken out we will email to you:
 - a. the Policy Wording or PDS and any applicable Supplements or Endorsements to them;
 - b. our Service Terms;
 - c. our Financial Services Guide (where applicable)

Tarek Obeid
Director
27/2/2024



Public and Products Liability Schedule

LLOYD'S

All words in bold within the policy or this schedule shall have the meaning given to them in the 'Definitions' section of the policy.

ITEM 1	Policy Number :	PB/48774/000/24/N
ITEM 2	Policyholder :	Validity Care Services PTY LTD C/o: BizCover
ITEM 3	Business Description :	Recruitment and Placement Services <ul style="list-style-type: none">On-Hired Employee Services<ul style="list-style-type: none">On-hire of Disabled/Aged Care Support Workers as declared in Proposal dated 27 Feb 2024
ITEM 4	Insurance Period :	From 4:00pm on 01 March 2024 To 4:00pm on 01 March 2025 Australian local time in the State or Territory where this policy was purchased
ITEM 5	Indemnity Limit :	\$20,000,000.00
ITEM 6	Deductible :	\$250 excluding defence costs by the insured for each claim
ITEM 7	Policy Wording :	DUAL Australia Public Liability Wording (1113)
ITEM 8	Insurer :	DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's
ITEM 9	Endorsements applying to this policy :	<p><u>DUAL AFCA and Lloyds Address Endorsement</u></p> <p>It is agreed that the following endorsement has been applied:</p> <p>It is hereby noted and agreed that any reference to Lloyd's address is amended to the following:</p> <p>Lloyd's Australia Limited Level 9 1 O'Connell Street Sydney NSW 2000 Australia</p> <p>Furthermore, it is hereby noted and agreed that any reference to the Financial Ombudsman Service and its contact details are amended as follows:</p> <p>Australian Financial Complaints Authority Phone: 1800 931 678 Post: GPO Box 3 Melbourne VIC 3001 Phone: 1800 931 678 Email: info@afca.org.au</p> <p>More information can be found on their website: www.afca.org.au</p> <p>In all other respects, the policy remains unchanged.</p> <p>207 Recruitment On-Hired Endorsement</p> <p>It is hereby noted and agreed that Definition 4.9 INSURED is deleted and replaced with the following:</p> <p>4.9 INSURED means</p> <p>(a) The person, partnership, company, SUBSIDIARY or other entity, specified as the INSURED in the Schedule; and</p> <p>(b) Subsidiary companies of the INSURED specified in the SCHEDULE whose place of incorporation is within Australia; and</p> <p>(c) The directors, employees, executive officers, partners, consultants, sub contractors or agents of the INSURED specified in the SCHEDULE or of a company designated in (b) above, but only whilst acting</p>

within the scope of their duties in such capacity; and

(d) The consultants, sub contractors or agents of the INSURED specified in the SCHEDULE or of a company designated in (b) above, but only whilst acting within the scope of their duties in such capacity or in the provision of the ON-HIRE SERVICES on the INSURED's behalf; and

(e) Every principal of the INSURED specified in the SCHEDULE or of a company designated in (b) above in the respect of the liability of such principal arising out of the performance by the INSURED specified in the SCHEDULE or by a company designated in (b) above of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement, but limited to the coverage provided by this POLICY; and

(f) Every office bearer or member of social or sporting clubs or welfare organisations formed with the INSURED's consent (other than an INSURED designated in (d) above) in respect of CLAIMS arising from the duties of, or connected with the activities of, any such club or organisation.

For the purpose of this Extension, ON-HIRE SERVICES shall mean the services provided by the INSURED's employees or contractors for or on behalf of the INSURED's clients and under the INSURED's clients' direction and control.

For the avoidance of doubt, ON-HIRE SERVICES shall not include any blue collar services, medical advice and services or any financial advice and services.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

UE00573 DUAL Australia Contact Information Endorsement

It is hereby agreed that the following endorsement has been applied:

Effective 10 January 2022, any reference to DUAL Australia's address is amended to the following:

DUAL Australia Pty Limited

Level 29, Angel Place, 123 Pitt Street,

Sydney NSW 2000

Australia

In all other respects, the **policy** remains unchanged.

Cyber Risks Clarification Endorsement No. 2 (Affirmative Conditional) - Public Liability

This Policy contains exclusions or limitations relating to certain Cyber Acts or Cyber Incidents; subject always to these exclusions or limitations, any amounts otherwise payable under this Policy due to a Cyber Act or a Cyber Incident will be payable, subject also to all other terms, conditions, warranties, exclusions, and endorsements of this Policy.

Definitions

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

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

Cyber Incident means:

1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

PI00576 DUAL Australia BizCover Policy Cancellation Endorsement

It is hereby agreed that the cancellation clause under the policy is deleted and replaced with the following:

Cooling-off Period

You have the right to return this policy to us within twenty-one (21) days from the date the insurance period commences ('the cooling-off period') unless there is a claim or notification made under the policy within this period.

If you return the policy during the cooling-off period, we will refund the full amount of the premium less any taxes or duties payable to you.

Cancellation by the Insured

After the cooling-off period, the Insured may cancel this policy at any time by notifying BizCover.

The date of cancellation cannot be earlier than the date we receive the request.

Provided that there have been no claims or notifications made on or under the policy, and where you have paid your premium in full and in advance, we agree to allow a refund of the proportion of the premium for the remaining period of insurance, less any commissions, taxes, duties and fees.

Where premium has been agreed to be paid in monthly instalments, the effective date of cancellation is the next monthly anniversary and any outstanding premium is payable until this date.

Cancellation by the Insurer

We may only cancel the policy for non-payment of premium and must do so in accordance with the provisions of the *Insurance Contracts Act 1984* (Cth).

Where you have a broker appointed

Where you have a broker acting on your behalf, please contact your broker directly. Your broker must then provide written notice to BizCover to cancel your policy.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.

UE00583 DUAL Australia Crypto Exclusion Endorsement

It is hereby agreed that the following Exclusion is added to the Policy:

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto, excluded from cover under this Policy and all endorsements thereto are any and all loss, fees, costs, expenses, liabilities, fines, penalties, damages, compensation, judgment sums, settlement sums and any other amounts directly or indirectly connected to, involving or attributable to any **Cryptoasset** or allegation relating to any **Cryptoasset**.

In this Endorsement, the following expressions in bold type have the following meanings:

Cryptoasset means a **Digital Asset** and a public or private key or any component thereof solely when used for a **Digital Asset**.

Digital Asset means any actual, counterfeit or fictitious:

- a) digital coin;
- b) digital token;
- c) cryptocurrency;
- d) cryptosecurity; or
- e) any other digital representation of value or contractual rights that uses a type of distributed ledger of technology and that:
 - i. functions, or purports to function, as a medium of exchange, a unit of account or a store of value; or

ii. is or becomes regulated as a security.

Except as otherwise provided in this Endorsement, all Policy terms and conditions shall have full force and effect.

UE00593 DUAL Australia Jurisdictional Exclusion Endorsement

It is agreed that this policy is amended to include the following Exclusion:

The Insurer shall not indemnify any Insured, policyholder, Insured Person/s or any other party, for any claim, investigation, injury, property damage, loss, fees, costs, expenses, liability, fines, penalties, damages, compensation, judgment sums, settlement sums, legal obligation or any other amounts of any kind whatsoever:

(i) in respect of any court order, judgment, award, payment, costs and expenses or settlement delivered, made or incurred or arising from or in connection with:

(a) a court of law (or equivalent) within any of the **Territories**; or

(b) any Arbitration, Mediation or Adjudication (or any other dispute resolution process) within any of the **Territories**; or

(c) any court of law or dispute resolution process operating under the laws of any of the **Territories**; or

(ii) in respect of any order made anywhere in the world to enforce any court order, judgment, award, payment, costs and expenses or settlement either in whole or in part arising out of (i) above; or

(iii) incurred by or resulting from activities that involve or benefit either directly or indirectly the Government or State of any of the **Territories**, or where the payment of such indemnity by the Insurer will benefit either directly or indirectly the Government or State of any of the **Territories**; or

(iv) agreed or incurred, prior to, during or subsequent to any matters referred to in (i) and/or (ii) above being brought by, or to the benefit of persons and/or **Entities** that are resident in any of the **Territories**.

In this Endorsement only, the following expressions in bold type have the following meanings:

Entities means any company, direct or indirect holding company owned or controlled (either in whole or in part) either directly or indirectly by the Government or State of any of the **Territories**.

Territories means Belarus, Russia, any disputed Russian territories, including but not limited to, Donetsk Region, Luhansk Region, Crimea Region.

This Endorsement overrides all other policy terms and conditions, including any terms, conditions or endorsements included on the schedule.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.

United States of America and Canada Endorsement

It is agreed that this Policy is amended to include the following Condition:

The cover provided by this Policy does not extend to any Company, Insured or Insured Person where they have:

(a) headquarters in the United States of America (USA) or Canada;

(b) risks located in or domiciled in the USA or Canada; or

(c) according to their most recent reports and accounts have subsidiaries located in the USA or Canada, which accounts for more than 25% of their consolidated fee income or consolidated assets.

This Condition overrides all other terms of this Policy.

Except as otherwise provided in this endorsement, the Insuring Clause and all other Policy terms and conditions shall have full force and effect.

UE00579 Service of Suit Endorsement

It is hereby noted and agreed that the following Endorsement applies to the policy:

About DUAL Australia Pty Ltd

It is hereby noted and agreed that any 'About DUAL Australia Pty Ltd' clause within the policy is deleted and replaced with the following:

DUAL Australia Pty Limited ABN 16 107 553 257 AFSL 280193 (**We/Us/Our**) is a Coverholder for certain Underwriters at Lloyd's of London (Underwriters) and an Insurer Berkshire Hathaway Specialty Insurance Company (BHSI). DUAL has the authority to bind this policy on behalf of these Underwriters and BHSI.

Service of Suit

It is hereby noted and agreed that any reference to any 'Service of Suit' clause within the policy is hereby deleted and replaced with the following:

The Underwriters and BHSI accepting this Insurance agree that:

i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters and BHSI will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

ii. any summons notice or process is to be served upon the Underwriters and BHSI as follows:

Lloyd's Underwriters' General Representative in Australia

Suite 1603

Level 16

1 Macquarie Place

Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf; and

Berkshire Hathaway Specialty Insurance

Level 25, 8 Chifley Square

Sydney NSW 2000

iii. if a suit is instituted against any of the Underwriters or BHSI, all Underwriters and BHSI participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.

UE00642 DUAL Australia Sanction Exclusion Endorsement

It is hereby agreed that the following Exclusion is added to the Policy:

We will not cover the Insured for loss, defence costs or other amounts, in respect of:

any claim or liability arising from or in any way connected with matters where the provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America. For the avoidance of doubt, we shall have no liability to the Insured to the extent that this exclusion applies.

Except as otherwise provided in this Endorsement, all Policy terms and conditions shall have full force

and effect.

ITEM 10

Date of Proposal :

27 Feb 2024

Signed:

A handwritten signature in black ink, appearing to be 'DUAL', written over a horizontal line.

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's in accordance with the
authorisation granted under Unique Market Reference Number: B1969DS2400031

PAY BY THE MONTH INSURANCE REQUEST ENDORSEMENT AND SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT – “SPDS” (where applicable)

BizCover Pty Ltd ABN 68 127 707 975 can arrange a Pay by the Month premium facility in relation to this policy on behalf of the insurer of the policy. If you would like to take up this offer please read the following and click the acknowledgement contained on the BizCover website when you select the Monthly payment option.

This endorsement (and SPDS, where applicable) makes the following changes to the premium payment rights and obligations in the Policy Wording and/or Product Disclosure Statement (PDS) provided to you for the above policy and sets out our automatic renewal process in relation to these policies.

It is important you read it together with the applicable Policy Wording and/or PDS and other policy documents given to you and keep it in a safe place.

To the extent this document is inconsistent with any provision in the Policy Wording and/or PDS or other policy document, this endorsement (and SPDS, where applicable) takes precedence.

By completing your purchase of your policy on a Monthly Payment, online (Direct Debit screen and clicking the acknowledgement) or through our call centre, you agree to the following changes to the policy terms and conditions:

- The first instalment is due on the inception date of the policy followed by eleven further equal monthly instalments due 5 business days prior to each monthly anniversary of policy inception.
- The monthly instalment payment will include an instalment administration charge as specified in the ‘Monthly Payment Breakdown’ provided to you on the BizCover website.
- If a monthly instalment payment fails, we will seek to contact you to arrange for payment by email, text and/or phone. If a monthly payment remains unpaid for more than one month, we will cancel the policy by giving you notice in writing of the cancellation by emailing you at the email address you have provided us with.
- In the event the policy is cancelled due to non-payment, refund rights are as stated in the policy.
- If one or more instalment payments are outstanding at the time you make a claim, the extent of coverage available for the claim may be reduced or even removed.
- On cancellation of any insurance policy paid by “Monthly Payment” the fees paid to BizCover are non refundable and you may be liable for any outstanding fees. Please also refer to any applicable cancellation provision in the relevant insurer’s policy wording
- Your instalment payments and collection are administered by: BizCover Pty Ltd ABN 68 127 707 975 on behalf of the insurer.
- If you have any payment enquiries, please contact BizCover on [1300 549 568](tel:1300549568) or email to payments@bizcover.com.au.
- You agree to update BizCover on any changes to your details, so as to enable it to administer collection of your monthly instalments.

Process for automatically renewing your policy

- To ensure continuing protection we will normally send you a renewal offer at least 14 days before the renewal date of the policy. It will set out the terms on which we are prepared to enter into renewal.
- Where you receive a renewal offer, you must tell us if the information contained in it is incorrect or incomplete and you must comply with your ‘Duty of Disclosure’. If you do not the insurer may reduce or refuse to pay a claim or cancel the renewed policy.
- If nothing needs to be disclosed and you are happy with the renewal offer terms you do not have to do anything as we will automatically renew on those terms and deduct/charge the new renewal premium from your nominated account/credit card, unless you tell us not to.
- If you do not wish to take up the renewal offer you must contact us prior to the renewal to advise us.
- If we do not offer to renew your policy, we will send you a notice telling you this.
- Each renewal is a separate policy, not an extension of the prior policy.

Direct Debit Authority

- I / We authorise Ezidebit Pty Ltd ACN 096 902 813 (User ID No 165969) to debit my/our account as directed by BizCover (ABN 68 127 707 975) at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with the debit arrangement stated above and this Direct Debit Request (DDR).
Direct Debit Service Agreement
- I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for BizCover and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for BizCover pursuant to the Direct Debit Service Agreement) and has no express or implied liability in regards to the goods and services provided by the BizCover or the terms and conditions of any agreement that I/we have with BizCover.
- I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with BizCover and the terms and conditions of the Direct Debit Service Agreement.
- I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.
- I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.
- I/We acknowledge that there may be a delay in processing the debit if:- there is a public or bank holiday on the day of the debit, or any day after the debit date; a payment request is received by Ezidebit on a day that is not a banking business day in Queensland; a payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.
- I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and BizCover as provided for within my/our agreement with BizCover. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.
- I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Service Agreement including varying any of the terms of the debit arrangements between us.
- I/We acknowledge that I/we will contact BizCover if I/we wish to alter or defer any of the debit arrangements.
- I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to BizCover.
- I/We acknowledge that any disputed debit payments will be directed to BizCover and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.
- I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.
- I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by BizCover.
- I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Service Agreement and may be payable to Ezidebit and subject to my/our agreement with BizCover agree to pay those fees and charges to Ezidebit.
Credit Card Payments
- I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to BizCover as Ezidebit is acting only as a Direct Debit Agent for BizCover. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

- I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the DDR.
- I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to BizCover and contained in the Direct Debit Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy. Other than as provided in this Agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection, or as otherwise required or permitted by law. Further information relating to Ezidebit's Privacy Policy can be found at <https://www.ezidebit.com.au/privacy-policy/>.
- I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to BizCover and contained in the Direct Debit Service Agreement) to release and provide such information to Ezidebit on my/our written request.
- I/We authorise: Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and my/our financial institution to release information allowing Ezidebit to verify my/our account details.



PUBLIC LIABILITY WORDING



CONTENTS

Section 1: Preamble	3
Section 2: Insuring Clauses	3
Section 3: Interpretation	3
Section 4: Definitions	4
Section 5: Exclusions	5
Section 6: Claim Conditions	12
Section 7: General Conditions	13
Section 8: Limit of Liability	16
Section 9: Authority	16

Section 1: Preamble

- 1.1 WE shall provide the cover described in the POLICY, subject to its terms and conditions, for the INSURANCE PERIOD.
- 1.2 The cover under the POLICY commences upon the payment of the Premium unless otherwise agreed in writing.

Section 2: Insuring Clauses

- 2.1 WE agree to indemnify the INSURED for any amount the INSURED becomes legally liable to pay in respect of CLAIMS for compensation for PERSONAL INJURY or PROPERTY DAMAGE arising out of an OCCURRENCE in the INSURANCE PERIOD in connection with the INSURED's BUSINESS.

2.2 Defence Costs and Expenses

In addition to the INDEMNITY LIMIT WE will pay in respect of a CLAIM covered under the POLICY, all:

- (a) DEFENCE COSTS incurred by US in respect of a CLAIM;
- (b) Costs awarded against the INSURED and all interest accruing after judgement until WE have paid, tendered or deposited in court that part of any judgement which does not exceed the INDEMNITY LIMIT;
- (c) Reasonable costs and expenses, other than loss of earnings, incurred by the INSURED with OUR prior written consent; and
- (d) Costs and expenses incurred by the INSURED for rendering first aid to others at the time of any PERSONAL INJURY;

Provided that:

- i) If to dispose of or settle a CLAIM covered under this section of the POLICY, compensation is payable in excess of the INDEMNITY LIMIT, OUR liability in respect of DEFENCE COSTS and costs and expenses under this clause will be limited to that proportion of such DEFENCE COSTS and costs and expenses as the INDEMNITY LIMIT bears to the total compensation payable to dispose of or settle the CLAIM;
- ii) WE will not pay for any DEFENCE COSTS or costs or expenses that are incurred after WE have paid or agreed to pay an amount equal to the INDEMNITY LIMIT; and
- iii) In relation to any CLAIM made or actions instituted within the United States of America or the Dominion of Canada or their territories or protectorates, OUR liability to pay any DEFENCE COSTS or costs or expenses detailed above shall be included in the INDEMNITY LIMIT, and not in addition to the INDEMNITY LIMIT.

2.3 Tenants Liability

WE agree to indemnify any lessor with whom the INSURED has entered into an agreement for the rental or lease of premises (not belonging to the INSURED) from which the INSURED conducts its BUSINESS, provided always that no wider cover shall be afforded to the lessor than would have been provided hereunder to the INSURED if the INSURED had been held legally liable for the same PERSONAL INJURY or PROPERTY DAMAGE and only where that liability arises out of the INSURED's use of such premises in the carrying on of its BUSINESS. Exclusion 5.3 (b) shall not apply to any cover provided under this Extension.

Section 3: Interpretation

In the POLICY:

- 3.1 (a) Person includes individuals, partnerships, bodies corporate and associations.
- (b) The singular includes the plural and the masculine includes the feminine.

- (c) The headings are for descriptive purposes only.
- 3.2 This POLICY is governed by the laws of the Commonwealth of Australia and the State or Territory where the POLICY was issued. Any disputes relating to its interpretation or thereunder shall be submitted to the exclusive jurisdiction of the Courts of Australia.
- 3.3 In the event that any portion of the POLICY is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3.4 All POLICY documents shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it may appear.

Section 4: Definitions

In the POLICY:

- 4.1 AIRCRAFT means any object that is intended to fly or move in or through the air, atmosphere or space.
- 4.2 BUSINESS means all activities involved in the business described in the Schedule including the provision of canteens, social, sports, welfare and childcare organisations for the benefit of the INSURED's EMPLOYEES, first aid, fire and ambulance services and the maintenance of the INSURED'S premises.
- 4.3 CLAIM means:
 - (a) any civil proceeding brought by a third party against the INSURED for compensation; or a written demand by a third party for monetary damages.
- 4.4 DEDUCTIBLE means the amount specified in Item 6 of the Schedule.
- 4.5 DEFENCE COSTS means any necessary and reasonable fees, expenses, costs and disbursements incurred in investigating or defending a CLAIM covered by the POLICY.
- 4.6 INCIDENTAL CONTRACT means;
 - (a) any written agreement for the lease of property, except those agreements where there is an obligation to insure such property or where there is an agreement to accept liability regardless of fault;
 - (b) any written contract made or entered into with any public authority for the supply of water, gas, electricity, fuel, air, steam, waste disposal facilities, telephone or communication services, except a contract made or entered into with such authority for work done or to be done for such authority; or
 - (c) any written contract made or entered into with any railway authority for the loading, unloading or transport of the INSURED'S PRODUCTS or any contract relating to the operation of railway sidings.
- 4.7 INDEMNITY LIMIT means the amount specified in Item 5 of the Schedule.
- 4.8 INSURANCE PERIOD means the period specified in Item 4 of the Schedule.
- 4.9 INSURED means
 - (a) The person, partnership, company, SUBSIDIARY or other entity, specified as the INSURED in the Schedule; and
 - (b) subsidiary companies of the INSURED specified in the SCHEDULE whose place of incorporation is within Australia; and
 - (c) The directors, employees, executive officers or partners of the INSURED specified in the SCHEDULE or of a company designated in (b) above, but only whilst acting within the scope of their duties in such capacity; and

- (d) Every principal of the INSURED specified in the SCHEDULE or of a company designated in (b) above in the respect of the liability of such principal arising out of the performance by the INSURED specified in the SCHEDULE or by a company designated in (b) above of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement, but limited to the coverage provided by this POLICY; and
- (e) Every office bearer or member of social or sporting clubs or welfare organisations formed with the INSURED's consent (other than an INSURED designated in (d) above) in respect of CLAIMS arising from the duties of, or connected with the activities of, any such club or organisation.

4.10 OCCURRENCE means an event, including continuous or repeated exposure to substantially the same general conditions, which results in PERSONAL INJURY or PROPERTY DAMAGE, neither expected nor intended by the INSURED.

4.11 PERSONAL INJURY means:

- (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- (b) false arrest, false imprisonment, wrongful detention, malicious prosecution and humiliation;
- (c) wrongful entry, wrongful eviction or other invasion of right of privacy; and/or
- (d) assault and battery committed by THE INSURED for the purpose of preventing or eliminating danger to persons or property, resulting from an OCCURRENCE.

In the event of PERSONAL INJURY arising from latent injury, latent sickness, latent disease or latent disability, that PERSONAL INJURY shall be deemed to have occurred on the day the injury, sickness, disease or disability was first medically diagnosed.

4.12 POLICY means this POLICY wording, the Schedule, the PROPOSAL and any endorsement attaching to and forming part of the POLICY either at commencement or during the INSURANCE PERIOD.

4.13 POLLUTANTS means any contaminant whether solid, liquid or gas including but not limited to chemicals, smoke, vapours, soot, acids, alkalis, chemicals, waste and fumes. Waste includes material to be recycled, reconditioned or reclaimed.

4.14 PRODUCT means anything (after it has ceased to be in the INSURED's possession or in the INSURED's legal control) which has been manufactured, grown, extracted, produced, processed, constructed, erected, installed, assembled, altered, repaired, serviced, treated, sold, supplied or distributed by the INSURED in the course of the INSURED'S BUSINESS, including any packaging or containers (other than a VEHICLE) used to package or contain the INSURED'S PRODUCT(S).

4.15 PRODUCT LIABILITY means any liability for an OCCURRENCE that is caused by or arises out of any PRODUCT.

4.16 PROPERTY DAMAGE means physical loss, damage or destruction of tangible property including the resultant loss of use, or loss of use of tangible property which has not been physically damaged or destroyed, provided such loss of use is caused by or arises from an OCCURRENCE. In the event of a CLAIM arising from latent damage or from the exposure of tangible property to gradual deterioration and eventual damage, such PROPERTY DAMAGE shall be deemed to have occurred on the day such deterioration or damage was first discovered.

4.17 PROPOSAL means the written proposal made by the INSURED to US together with any attachments.

4.18 VEHICLE means any type of machine including attachments that is designed to travel on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power.

4.19 WATERCRAFT means anything made or intended to float on or in, or travel on or through or under water.

- 4.20 WE/US/OUR means DUAL Australia Pty Limited, ACN 107 553 257 as agent of the Underwriters named in the Schedule under the heading "Underwriters".

Section 5: Exclusions

WE will not cover the INSURED, including for compensation, DEFENCE COSTS or other costs, expenses or loss, in respect of:

5.1 Prior knowledge

- (a) Any CLAIM arising from or in connection with any circumstance occurring prior to or existing at the inception of this POLICY and which the INSURED knew or ought reasonably to have known prior to the INSURANCE PERIOD might or could give rise to a CLAIM;
- (b) Any CLAIM arising from or in connection with any OCCURRENCE, fact or circumstance of which notice has been or reasonably should have been given under any previous insurance;
- (c) Any CLAIM or circumstance likely to give rise to a CLAIM stated in the PROPOSAL in the form or declaration, being the basis of this POLICY.

5.2 Fines and Penalties and Non-Compensatory

- (a) Taxes, fines or penalties;
- (b) Punitive, aggravated, multiple, exemplary, liquidated or other non-compensatory damages or the consequences of non-payment.

5.3 Assumed Liability

Any obligation assumed by the INSURED under any agreement, except that this Exclusion does not apply to:

- (a) any liability which is, or would have been, implied by law in such agreement or would have arisen separately from it; or
- (b) where the liability arises from a provision in a contract for lease of real or personal property, other than a provision which obliges the INSURED to effect insurance or provide indemnity in respect of the subject matter of that contract; or
- (c) any liability which is under implied warranty as to fitness or quality as to the INSURED'S PRODUCTS; or
- (d) any liability assumed under an INCIDENTAL CONTRACT; or
- (e) written contracts, warranties or agreements agreed by US and specified in the SCHEDULE.

5.4 Liability to EMPLOYEES

Any CLAIM arising from or directly or indirectly attributable to or in consequence of:

- (a) any PERSONAL INJURY to any employee in the course of employment in the INSURED'S BUSINESS. (This exclusion does not apply in respect of the INSURED'S liability for injuries which are not compensated under the workers' compensation legislation in Queensland in respect of Occurrences where employment is not the major factor causing the injury); or
- (b) based on, any provision of any workers' compensation legislation or any industrial award or agreement or determination; or
- (c) any liability for which the INSURED is or would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers' or workmens' compensation including any legislation of any State or Territory (whether insurance is effected or not).

For the purpose of this Exclusion, employee means any person engaged under a contract of service or apprenticeship with the INSURED but does not include any person employed under such a contract who is excluded from the definition of worker under any workers' compensation legislation.

5.5 **Pollution**

Any CLAIM arising from or directly or indirectly attributable to or in consequence of the actual or alleged release,, discharge escape or seepage of POLLUTANTS into or upon any property, land, the atmosphere, watercourse or body of water.

WE shall also not be liable to pay any costs and expenses incurred in the prevention, removal or clean-up of such POLLUTANTS.

This Exclusion shall not apply if such discharge, dispersal, release or escape is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place and provided the limit of OUR liability in such circumstances, whether or not there is more than one OCCURRENCE during the INSURANCE PERIOD, is limited in the aggregate to the INDEMNITY LIMIT.

5.6 **War/Terrorism**

Any CLAIM or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any cause or event contributing concurrently or in any other sequence:

- (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) Any act of terrorism; or
- (c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

For the purposes of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of 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 and/or to put the public, or any section of the public, in fear.

5.7 **Nuclear**

Any CLAIM or liability arising from or directly or indirectly attributable to or in connection with:

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss; or
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.8 **Asbestos and Toxic Mould**

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of:

- (a) asbestos or other things that contain it; or

- (b) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, or mycotoxins relating to Stachy Botrys, such action to including investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, mycotoxins relating to Stachy Botrys.

5.9 **Property In Your Physical or Legal Control**

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of PROPERTY DAMAGE to property owned by the INSURED or in the INSURED's physical or legal control, other than:

- (a) premises which are leased or rented to the INSURED;
- (b) premises which the INSURED temporarily occupies in order for the INSURED to carry out work;
- (c) VEHICLES (not belonging to the INSURED or used by the INSURED or on the INSURED'S behalf) in the INSURED's physical or legal control whilst within a car park owned or operated by the INSURED unless part of the INSURED's BUSINESS is the operation of a car park for reward;
- (d) the INSURED's EMPLOYEES' property; or
- (e) other property in the INSURED's physical or legal control, provided that OUR total liability payable from all CLAIMS during the INSURANCE PERIOD shall not exceed \$250,000 in the aggregate for all CLAIMS.

5.10 **Product Recall**

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of the recall, withdrawal, inspection, repair, replacement or loss of use of the INSURED's PRODUCTS or of any property of which the INSURED's PRODUCTS form a part, if these PRODUCTS are recalled by the INSURED or another, or withdrawn from the market or from use, because of any known or suspected defect or deficiency therein.

5.11 **Aircraft and Watercraft**

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of:

- (a) The ownership, maintenance, servicing, operation or use by the INSURED of:
 - (i) any AIRCRAFT; or
 - (ii) any WATERCRAFT exceeding 8 metres in length, except where such WATERCRAFT is not owned by the INSURED but used by the INSURED for business entertainment; or
- (b) PRODUCTS that the INSURED could reasonably be expected to know are installed in or on any AIRCRAFT; or
- (c) the use by the INSURED as a landing area for AIRCRAFT of any PROPERTY or structure owned occupied or controlled by the INSURED. The term "landing area" includes any area on which AIRCRAFT taxi, land, take-off, are housed, maintained or operated.

5.12 **Vehicles**

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of the use of or ownership or operation by the INSURED of any VEHICLE which is legally required to be registered or legally required to be insured.

This exclusion shall not apply to:

- (a) CLAIMS or liability caused by or arising from the delivery or collection of goods to or from any VEHICLE where such PERSONAL INJURY or PROPERTY DAMAGE occurs beyond the limits of any carriage-way or thoroughfare;

- (b) CLAIMS or liability arising during the trade use of any VEHICLE at any site where the INSURED are working or at the INSURED's premises, provided that the INSURED is not indemnified under this POLICY where the VEHICLE is used only for the transportation or haulage of goods; or
- (c) CLAIMS or liability caused by or arising out of the use of an unregistered VEHICLE whilst being driven under its own power between its point of unloading and a worksite and whilst returning from a worksite to the point of reloading for its conveyance from the area.

5.13 Faulty Workmanship

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of the cost of performing, correcting or improving any work undertaken by the INSURED.

5.14 Genetically Modified or Engineered Organisms (GMO)

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of the manufacture, importing, growing, blending, mixing or distributing of Genetically Modified or Engineered Organisms (GMO).

For the purpose of this Exclusion, a Genetically Modified or Engineered Organism is defined to be a living plant, animal or microbe that has been altered by the addition or modification of a gene through the process of genetic engineering and contains genes or portions of genes from unrelated organisms.

5.15 TSE

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD).

This exclusion applies regardless of any other contributing or aggravating cause or event.

5.16 Professional Services

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of the rendering of or failure to render professional advice or service by the INSURED or any error or omission connected therewith.

This Exclusion shall not apply to:

- (a) the rendering of or failure to render medical advice or service by Medical Persons employed by the INSURED to provide first aid and other medical services on the INSURED's premises; or
- (b) CLAIMS in respect of PERSONAL INJURY or PROPERTY DAMAGE where such professional advice or service is given without fee or charge.

5.17 Loss of Use

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of use of tangible property which has not been physically damaged or destroyed resulting from:

- (a) a delay in, or lack of performance by the INSURED or on the behalf of the INSURED of any contract or agreement; or
- (b) the failure of the INSURED's PRODUCTS to meet the level of performance, quality, fitness or durability expressly warranted or represented by the INSURED. This Exclusion shall not apply to loss of use of other tangible property resulting from sudden and accidental physical damage to or destruction of the INSURED's PRODUCTS after the INSURED's PRODUCTS have been put to use by any person or organisation other than the INSURED.

5.18 Libel and Slander

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of the publication or utterance of a libel or slander:

- (a) made prior to the commencement date of this POLICY;
- (b) made by the INSURED or at the INSURED's direction knowing it to be false; or
- (c) related to advertising, broadcasting or telecasting activities conducted by the INSURED or on the INSURED's behalf.

5.19 Assault and Battery

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of assault and battery committed by or at the direction of the INSURED unless reasonably necessary for the protection of persons or property.

5.20 Pipes and Cables

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of damage to pipes and cables unless the appropriate authorities have been consulted prior to work commencing and written details have been obtained from them as to the position of such underground pipes and cables together with their support and fittings.

5.21 Internet Operations

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of the INSURED's Internet Operations.

Internet Operations shall mean any of the following:

- (a) use of electronic mail systems by the INSURED, the INSURED's employees or by any other person with the INSURED's permission; or
- (b) access through the INSURED's network to the world wide web or a public internet site by the INSURED, the INSURED's employees or by any person with the INSURED's permission; or
- (c) access to the INSURED's intranet (meaning internal company information and computing resources) which is made available through the world wide web; or
- (d) the operation and maintenance of the INSURED's web site.

This Exclusion will not apply to liability arising out of any material which is already in print by the manufacturer in support of its products which is also reproduced on the INSURED's web site, however the Exclusion shall apply to any other advice or information located on the INSURED's web site that is used for the purpose of attracting customers.

For the purpose of this Exclusion, "employee" shall mean any person engaged under a contract of service of apprenticeship with the INSURED.

5.22 Electronic Data

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of:

- (a) the communication, display, distribution or publication of Electronic Data; or
- (b) the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data; or
- (c) any error in creating, amending, entering, deleting or using Electronic Data; or

(d) the total or partial inability or failure to receive, send, access or use Electronic Data for any time at all from any cause whatsoever regardless of any other contributing cause or event whenever it may occur.

5.23 Participation

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of PERSONAL INJURY to any person caused by or arising out of the participation of such person in any game, match, race, practice, training, trial, warm ups, warm downs, competition and other preliminary activities unless such PERSONAL INJURY is as a direct result of the INSURED's negligence in regard to the facility provided.

5.24 Product Defect

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of PROPERTY DAMAGE to the INSURED's PRODUCTS if the damage results from any defect contained within the PRODUCT or to their harmful nature or unsuitability.

5.25 Sexual Molestation

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of sexual and or child abuse, assault, molestation or attempt thereof. Furthermore WE will not cover the INSURED under Insuring Clause 2.2 Defence Costs and Expenses.

5.26 Tobacco

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of PERSONAL INJURY due to the inhalation or ingestion of, or exposure to:

- (a) tobacco or tobacco smoke;
- (b) any ingredient or additive present in any articles, items or goods which contain or include tobacco.

5.27 Territorial Limits

Any CLAIM or liability occurring outside of Australia. This Exclusion shall not apply to CLAIMS arising from:

- (a) The INSURED's PRODUCTS (other than those exported to the United States of America or the Dominion of Canada or their territories, protectorates or dependencies), or;
- (b) The presence outside of Australia of the INSURED's partners, directors and employees engaged in non-manual work in connection with the INSURED's BUSINESS and who are normally resident in Australia.

5.28 Legal Jurisdiction

Any CLAIM or liability:

- (a) brought against the INSURED in any country outside Australia;
- (b) arising as a consequence of the INSURED entering into contractual obligations submitting to the jurisdiction of a Court other than a Court of any State or Territory of Australia; or
- (c) arising as a consequence of any agreement by the INSURED to indemnify any party in respect of awards, judgements or settlements made under the jurisdiction of a Court other than a Court of any State or Territory of Australia

5.29 Physical Work Exclusion

Any CLAIM or liability for PERSONAL INJURY or PROPERTY DAMAGE arising directly or indirectly from or caused by or in connection with any construction management, construction supervision, actual building work and or construction work other than for the INSURED's office risks or on-site inspections.

5.30 Sanctions Limitation Exclusion

Any CLAIM or liability for any matter where the provision of such benefit would expose US to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Section 6: Claim Conditions

6.1 Notification

The INSURED shall notify US as soon as practicable in writing of every OCCURRENCE, CLAIM, proceeding, impending prosecution and inquest together with all relevant information which may result in a claim under this POLICY, whether or not the INSURED believes the amount of any such claim might fall below the applicable deductible.

Any Notice given to US shall be in writing, and delivered to:

DUAL Australia Pty Ltd, GPO Box 7101, Sydney, NSW, 2001 Australia

or by email and addressed to claims@dualaustralia.com.au

6.2 Co-operation

- (a) The INSURED shall, at the INSURED's own cost, frankly and honestly provide US with all information and assistance required by US and/or the lawyers and investigators and others appointed by US in relation to any CLAIM or loss. Any unreasonable failure to comply with this obligation may entitle US to deny cover for the CLAIM or loss, in whole or part.
- (b) The INSURED shall, at its own cost, do all things reasonably practicable to minimise the INSURED's liability in respect of any CLAIM, liability or loss.

6.3 Legal Defence and Settlement

- (a) Unless otherwise agreed, WE shall have the right to assume, in the name of the INSURED, the legal defence of any CLAIM covered under this POLICY. WE shall have the right to appoint the lawyers that will defend and represent the INSURED in respect of any CLAIM.
- (b) WE shall have full discretion in managing any negotiation or proceeding as to the resolution of such CLAIM. WE shall be entitled to settle a CLAIM if WE so choose.
- (c) The INSURED agrees not to admit liability for or settle any CLAIM, liability or loss, make any admission, offer any payment or assume any obligation in connection with any CLAIM, liability or loss, or incur any DEFENCE COSTS in connection with any CLAIM, without OUR written consent.
- (d) WE shall not be liable for any settlement, DEFENCE COSTS, costs and expenses, admission, offer, payment or assumed obligation made, incurred or entered into without OUR written consent.
- (e) If WE are of the opinion that a CLAIM will not exceed the DEDUCTIBLE, WE may require the INSURED to conduct the defence of the CLAIM. If the DEFENCE COSTS and/or any other payment exceed the DEDUCTIBLE then WE will pay the amount in excess of the DEDUCTIBLE.

6.4 INSURED's right to contest

In the event that WE recommend settlement of a CLAIM and the INSURED does not agree to the settlement of the CLAIM, and the INSURED decides to contest the CLAIM, OUR liability shall not exceed the amount for which the CLAIM could have been settled, and DEFENCE COSTS and any other costs and expenses covered under this POLICY incurred up to the date upon which the CLAIM could have been settled.

6.5 Senior Counsel

- (a) WE shall not require the INSURED to contest a CLAIM unless a Senior Counsel (agreed upon by the INSURED and US) advises that the CLAIM should be contested, taking into account all likely DEFENCE COSTS, prospects of successfully defending the CLAIM and the damages and costs likely to be recovered by the third party claimant.
- (b) The costs of Senior Counsel's advice shall be regarded as part of the DEFENCE COSTS.

6.6 Non-Imputation

No state of mind or knowledge possessed by any one INSURED will be imputed to any other INSURED for the purpose of determining whether any provision in this POLICY applies. However, any state of mind or knowledge possessed by any past or present principal, director, partner of the INSURED will be imputed to the INSURED in Clause 4.9(a) of this POLICY.

6.7 Other Insurance

To the extent permitted by the *Insurance Contracts Act 1984*, this POLICY will only cover loss or liability to the extent that the amount of such loss or liability is in excess of any indemnity or cover available to the INSURED in respect of that loss or liability under any other policy entered into by the INSURED.

To the extent permitted by the *Insurance Contracts Act 1984*, this POLICY will only cover loss or liability to the extent that the amount of such loss or liability is in excess of any indemnity or cover available to the INSURED in respect of that loss or liability under any other policy effected on behalf of the INSURED or under which the INSURED is a beneficiary (but not a policy to which the preceding paragraph applies).

Neither of the two paragraphs immediately above applies to such other insurance that is written only as specific excess insurance over the INDEMNITY LIMIT provided in this POLICY.

If such other insurance is provided by US, or any other member company, associate or affiliate, and it covers a loss or liability covered by this POLICY in respect of a CLAIM, the INDEMNITY LIMIT under this POLICY in respect of that CLAIM shall be reduced by any amount paid by US (or member company, associate or affiliate) under such other insurance.

Section 7: General Conditions

7.1 Subrogation

- (a) Where WE have paid an amount under the POLICY WE become entitled to any rights of the INSURED against any party in relation to the CLAIM, costs and expenses or loss, to the extent of OUR payment.
- (b) The INSURED, at its own cost, must assist US and provide information as WE may reasonably require to exercise OUR rights of subrogation. This may include providing and signing statements and other documents and the giving of evidence, among other things.

7.2 Increase in Risk

The INSURED must notify US in writing as soon as practicable giving US full particulars of any alteration to the BUSINESS and or holdings in any subsidiary company and the INSURED will pay such reasonable additional premium as WE may require.

7.3 Premium Adjustment

Where premium has been calculated on estimates furnished by the INSURED, the INSURED shall, within 30 days after the expiry of each INSURANCE PERIOD, furnish to US such information as WE may require to adjust the premium for the INSURANCE PERIOD. Any difference in premium shall be paid by or allowed to the INSURED. The INSURED shall allow US to inspect the INSURED's records to ascertain or verify such information if required.

7.4 Assignment

The INSURED must not assign the POLICY or any rights under the POLICY without OUR prior written consent by way of endorsement to the POLICY.

7.5 Cancellation

- (a) The INSURED may cancel the POLICY at any time by notifying US in writing.
- (b) WE may cancel the POLICY in accordance with the provisions of the *Insurance Contracts Act 1984* (Commonwealth).

On cancellation of this POLICY, WE will retain the proportion of the premium calculated pro rata as at the date of the cancellation plus fifteen percent (15%) of that amount.

7.6 Joint Insured

Where more than one party comprises the INSURED, each of the parties will be considered as a separate and distinct unit and the word INSURED will be considered as applying to each party in the same manner as if a separate POLICY had been issued to each of them provided always that nothing in this Condition will result in an increase of the INDEMNITY LIMIT or DEFENCE COSTS.

7.7 Discharge of Liabilities

WE may at any time pay to the INSURED in respect of damages payable as a result of any OCCURRENCE or number of OCCURENCES arising directly or indirectly from one source or original cause the amount of the INDMENITY LIMIT or such limit specified in this POLICY in respect thereof (after deduction of any amount or amounts already paid in respect thereof) or any lesser amount for which the CLAIM or CLAIMS can be settled. Upon such payment WE shall relinquish conduct or control of and be under no further liability under this POLICY in connection with such CLAIM or CLAIMS except for costs, charges and expenses incurred by US or by the INSURED with OUR prior written consent.

7.8 Goods and Services Tax (GST)

All of the amounts covered by this POLICY exclude GST. Any claim settlements, up to the total of all amounts insured, will exclude GST. However if there is a shortfall between the GST component of the INSURED's CLAIM and the amount of input tax credit the INSURED is entitled to, WE will pay this shortfall in addition to the claim settlement.

WE will not be liable to pay any GST, or any fine, penalty or charge the INSURED is liable for arising out of the INSURED's misrepresentation of, or failure to disclosed, the INSURED's proper input tax credit entitlement in the settlement of any CLAIM or premium relating to this POLICY.

7.9 Prevention of Accidents

The INSURED must:

- (a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in safe and sound condition:
- (b) take all reasonable precautions to:
 - (i) prevent PERSONAL INJURY and PROPERTY DAMAGE;
 - (ii) prevent the manufacture, sale or supply of defective PRODUCTS; and
 - (iii) comply and ensure the INSURED, the INSURED's employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of

persons or property;

- (iv) take reasonable action to trace, recall or modify any of the INSURED's PRODUCTS containing any defect or deficiency of which the INSURED has knowledge or has reason to suspect any defect or deficiency.

7.10 Cross Liability

Where the INSURED is comprised of more than one party, each of the parties shall be considered as a separate entity and the words "the INSURED" shall be considered as applying to each party in the same manner as if a separate POLICY had been issued to each party provided that nothing in this Condition shall result in an increase in OUR INDEMNITY LIMIT in respect of any OCCURRENCE or INSURANCE PERIOD.

7.11 Several Liability Notice

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

7.12 Complaints Procedures

Any enquiry or complaint relating to this Insurance should be referred to US in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW 2000

Telephone Number: (02) 9223 1433

Facsimile Number: (02) 9223 1466

who will refer your dispute to Policyholder & Market Assistance at Lloyd's.

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaints process.

For the purpose of this Clause only, "this Insurance" means the POLICY, "you/your" means the INSURED.

7.13 Service of Suit (Australia)

The Underwriters hereon agree that:-

- (a) In the event of a dispute arising under this POLICY, Underwriters at the request of the INSURED (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- (b) Any summons notice or process to be served upon the Underwriters may be served upon Lloyd's General Representative at Lloyd's Australia:
Lloyd's Australia Limited, Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney NSW 2000
who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the INSURED (or reinsured) to give a written undertaking to the INSURED (or reinsured) that he will enter an appearance on Underwriters' behalf.
- (c) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

7.14 General Insurance Code of Practice

This POLICY is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any

claims adjusted outside Australia. Underwriters at Lloyd's and DUAL Australia proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

A copy of this Code is available by contacting DUAL Australia or from the Insurance Council of Australia's website at www.ica.com.au or from the Code's dedicated website at www.codeofpractice.com.au

Section 8: Limit Of Liability

8.1 Indemnity Limit

- (a) OUR liability for all compensation payable in respect of any CLAIM or a series of CLAIMS caused by or arising out of one OCCURRENCE shall not exceed the INDEMNITY LIMIT;
- (b) All CLAIMS for compensation that result from one original source, or one original cause, shall be considered to have been caused by or arise out of a single OCCURRENCE; and
- (c) OUR total aggregate liability in any one INSURANCE PERIOD for PRODUCT LIABILITY CLAIMS shall not exceed the INDEMNITY LIMIT.
- (d) OUR total aggregate liability under clause 2.2 (c) for all CLAIMS and other costs and expenses is the INDEMNITY LIMIT.

8.2 Deductible

The INSURED is responsible for the DEDUCTIBLE in respect of each and every CLAIM. Subject to clause (b) below, WE are only liable to indemnify the INSURED for that part of the INSURED's liability in respect of each CLAIM, DEFENCE COSTS and other costs and expenses in excess of the DEDUCTIBLE.

- (a) Where WE have paid on the INSURED's behalf part or all of the DEDUCTIBLE, the INSURED shall reimburse US.
- (b) Unless otherwise expressed in the Schedule, all DEDUCTIBLES are exclusive of DEFENCE COSTS.
- (c) Costs and expenses incurred by US in determining whether WE are liable to indemnify the INSURED under the POLICY shall not be subject to the DEDUCTIBLE and will be met by US.
- (d) Only one DEDUCTIBLE shall apply where the CLAIM(S) or a series of CLAIMS is /are caused by or arise(s) out of one OCCURRENCE or is caused by or arises out of one original source, or one original cause, or related original sources or causes.

Section 9: Authority

- 9.1 This is to certify that in accordance with the authorisation granted under Contract to the undersigned by the Underwriters as named in the Schedule.
- 9.2 In consideration of the premium paid the Underwriters are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions contained herein or endorsed hereon.