

# Not-for-Profit Organisations

## Public and Products Liability Insurance



# Not-for-Profit Organisations Public and Products Liability Insurance

<b>Important information</b> .....	<b>2</b>
Your duty of disclosure .....	2
Cooling off period .....	2
Paying your premiums .....	2
Paying by monthly instalments .....	2
Cancellations .....	2
General Insurance Code of Practice .....	2
Financial Claims Scheme .....	2
Insuring clause .....	2
Supplementary payments .....	3
Interested parties .....	3
Limit of liability .....	3
Headings .....	3
<b>Definitions</b> .....	<b>4</b>
<b>Exclusions</b> .....	<b>6</b>
<b>Conditions</b> .....	<b>10</b>
<b>How the Goods and Services Tax (GST) affects this insurance</b> .....	<b>11</b>
<b>Privacy statement</b> .....	<b>11</b>
<b>Complaints resolution</b> .....	<b>12</b>

# Important information

## Your duty of disclosure

You must comply with your Duty of Disclosure when you apply for insurance with us and each time you renew or alter your cover.

You have a Duty of Disclosure to tell us everything you know, or should know, that is relevant to our decision to insure anyone under the policy, including you, and on what terms. It includes matters we specifically ask about when you apply for a policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

- the amount of your premium
- if we will insure you
- if special conditions will apply to your policy.

You do not need to tell us of anything which:

- reduces the chances of you making a claim or
- we should know about because of the business we are in or
- we tell you we do not want to know.

If you are unsure, it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, refuse to pay a claim, cancel your policy or, if fraud is involved, we can treat the policy as if it had never existed.

## Cooling off period

You have the right to cancel and return the insurance policy by notifying us in writing within 30 days of the date it was issued to you ("cooling off period"), unless you have a claim under the policy within the cooling off period.

If you cancel it in this time, we will return the amount you have paid.

## Paying your premiums

We will tell you how much you have to pay and how much time you have for payment. You must pay your premium by the due date. For the first period of insurance, if you do not pay the premium owing by the due date, we can cancel your policy as set out in 'Cancellations' below.

For renewal policies, if you do not pay your premium by the due date, then the renewal policy will not commence and your cover will end at the expiry of the previous period of insurance.

## Paying by monthly instalments

If you pay your premium by monthly instalments and your payment is overdue we can:

- a. refuse to pay a claim if payment is 14 days (or more) late; and
- b. cancel your policy if payment is a month (or more) late.

## Cancellations

You can cancel your policy at any time. The cancellation takes effect on the date we receive your request.

We can cancel your policy at any time according to law. If you pay by monthly instalments and an instalment is unpaid for more than 1 month, we can cancel your cover.

If your policy is cancelled we will refund the proportion of your premium for the unused period of insurance less any non-refundable government charges.

## General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by visiting [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or phoning (02) 9253 5100.

## Financial Claims Scheme

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA). The FCS only applies in the unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer. The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA. Information about the FCS can be obtained from APRA at [www.apra.gov.au](http://www.apra.gov.au) or by calling 1300 55 88 49.

## Insuring clause

In consideration of payment of the premium stated in the Policy schedule and subject to the terms, Conditions, provisions, Endorsements, Exclusions and Limit of Liability incorporated in this Policy, We agree to indemnify You for all amounts which You become legally liable to pay as compensation for Personal Injury or Property Damage occurring within the Geographic Limitations during the Period of Insurance as a result of an Occurrence happening in connection with Your Business.

## Supplementary payments

With respect to the indemnity afforded by this Policy We will:

- a. pay all charges, expenses and legal costs incurred by Us and/or by You with Our written consent in the settlement or defence of any claim for compensation and in respect of which You are or, if You were legally liable, would be entitled to indemnity under this Policy;
- b. pay all charges, expenses and legal costs recoverable from You by claimants in connection with claims in respect of which You are or, if You were legally liable, would be entitled to indemnity under this Policy; and
- c. pay expenses incurred by You for first aid to others at the time of an Occurrence covered by this Policy.

The expenses incurred under paragraphs a, b and c are payable by Us in addition to the applicable Limit of Liability specified in the Policy schedule.

## Interested parties

We will pay a claims as if “You” in the Insuring clause includes a reference to any interested party noted on the Policy schedule, provided that:

- a. the Personal Injury or Property Damage resulting directly from the acts, errors or omissions of any person within clauses a to d of the definition of “You”, in the carrying out of work or services in connection with Your Business; and
- b. such liability will be limited to the extent required by any undertaking or contract entered into between You and the interested party and only to the extent such liability would exist in the absence of such an undertaking or contract.

## Limit of liability

The maximum compensation payable under this Policy as a result of an Occurrence shall not exceed the Limit of Liability stated in the Policy schedule.

All Personal Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.

Our total aggregate liability during any one period of insurance for all claims arising out of the Products Hazard shall not exceed the Limit of Liability – Products Hazard stated in the Policy schedule.

## Headings

Headings have been included for ease of reference only and the terms, Conditions, provisions, Endorsements and Exclusions of this Policy are not to be construed, interpreted, or limited by any reference to such headings.

# Definitions

## Aircraft

means any thing made or intended to fly or move in or through the air or space other than model Aircraft. Aircraft includes hovercraft.

## Computer equipment

means data or part of data, computer hardware, operating system, computer network, web sites, servers, extranet, intranet, mail systems, software, applications software, computer chip including microprocessor chip and coded instruction as well as any new technology, product or service replacing computer equipment.

## Employment practices

means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by You.

## Endorsement

means documentary evidence of an alteration to the Policy which forms part of the Policy.

## Excess

means the amount which is payable by You for each claim made under this Policy.

## Geographic limitations

- means:
- a. anywhere in the Commonwealth of Australia or New Zealand;
  - b. elsewhere in the world but only in respect of:
    - i. business visits by directors and employees of the Named Insured normally resident in the Commonwealth of Australia or New Zealand, other than directors or employees who are engaged in Manual Labour during such visits;
    - ii. Your Products exported from the Commonwealth of Australia or New Zealand, other than Your Products exported to the United States of America or the Dominion of Canada or their respective territories, protectorates or dependencies.

## Internet operations

- means:
- a. use of electronic mail systems by You or Your employees, including part time and temporary staff, and others within Your business or others communicating with Your business by electronic mail;
  - b. access through Your network to the world wide web or a public internet site by You or Your employees, including part time and temporary staff, and others within Your business;
  - c. access to Your intranet (internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your business; and
  - d. the operation and maintenance of Your website.

## Limit of liability

means the applicable limit of liability that is shown on Your Policy schedule.

## Manual labour

means work primarily involving physical exertion, but does not include activities associated with marketing, promotion, demonstration or selling.

## Named insured

means the person, company or legal entity shown as the insured on the Policy schedule.

## Occurrence

means an event neither expected nor intended from Your standpoint including continuous or repeated exposure to substantially the same general conditions.

## Period of Insurance

means the period of time shown on the Policy schedule during which insurance is provided under this Policy.

## Personal injury

- means:
- a. bodily injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or loss of consortium;
  - b. false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
  - c. libel, slander, defamation of character or invasion of right of privacy; or
  - d. assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property.

## Policy

means Your insurance contract. It consists of this document any endorsements and Your Policy schedule.

## Policy schedule

means the record of the particulars of Your insurance which forms part of this Policy. The Policy schedule is issued when we have accepted Your insurance.

At each renewal of Your Policy, the renewal schedule becomes Your current policy schedule. Updated Policy schedules or endorsements may also be sent to You showing alterations to Your Policy.

### **Pollutants**

means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials.

### **Products hazard**

means Personal Injury or Property Damage:

- a. caused by a defect in or the harmful nature of Your Products; or
- b. resulting from any defect or deficiency in any directions, markings, instructions, warnings or advice given or omitted to be given by You concerning the use or storage of Your Products.

### **Property damage**

means:

- a. physical damage to or destruction of tangible property (which includes loss of property) including the loss of use of the property damaged or destroyed; or
- b. loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or loss or destruction of other tangible property.

### **Terrorism**

means an act, including but not limited to the use of force or violence (or threat of force or violence) by any person or group of people acting alone, or on behalf of or in connection with any organisation or government, that from its nature or context are done for, or in connection with, political, religious, ideological ethnic or similar reasons with the intention to influence any government or put the public or any section of the public in fear.

### **Vehicle**

means any type of machine on wheels or on caterpillar tracks (including any trailer, caravan or other apparatus attached to the machine) made or intended to be propelled other than by manual or animal power.

### **Volunteer, voluntary worker**

means any person engaged by You to perform work on Your behalf without fee, reward or remuneration whilst they are performing such work; but this does not include a financial or paid-up member of Yours whilst engaged as a member in activities organised by You.

### **Watercraft**

means any thing made or intended to float or travel on or through water other than model boats.

### **We, Us, Our**

means GIO General Limited ABN 22 002 861 583.

### **Worker**

means any person:

- a. employed by You; or
- b. deemed to be employed by You pursuant to any Workers' Compensation Law.

### **Workers compensation law**

means any law relating to compensation for injury to workers or employees.

### **You, Your, Yours, Yourself**

means:

- a. the Named Insured specified in the Policy schedule;
- b. Your personal representatives in the event of Your death;
- c. all subsidiary companies (now or hereafter constituted) of the named insured which are incorporated within the Commonwealths of Australia or New Zealand and which carry on Your business;
- d. any director, executive officer, employee, partner or shareholder of the named insured or the companies as designated in paragraph b but only whilst acting within the scope of their duties in such capacity;
- e. voluntary workers but only whilst acting within the scope of their duties in such capacity;
- f. any principal in respect of the liability of such principal arising out of the performance by the named insured or the companies as designated in paragraph b of any contract or agreement for the performance of work for such principal;
- g. any employee, office bearer or member of social, sports, fire fighting or welfare organisations, canteen and first aid facilities formed with the consent of the named insured, the companies as designated in paragraph b or the persons as designated in paragraph c; and f. Where the named insured is a club or association, any member of such club or association, but only whilst engaged as a member in activities organised by the club or association.

### **Your business**

means the business(es) shown and described on the Policy schedule including the ownership, maintenance or tenancy of premises from which that business is conducted.

### **Your products**

means any thing (including any component, packaging or container of or for such thing) after it has ceased to be in Your possession or control which has been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by You in the course of Your Business. The term includes any thing, (including any component, packaging or container of or for such thing), which by operation of a law of the Commonwealth of Australia You are deemed to have manufactured.

# Exclusions

We will not be liable for claims in respect of:

## 1. Advertising liability

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through or in connection with:

- a. an act, error or omission that occurs prior to the first period of insurance of this Policy;
- b. statements made at Your direction in the knowledge that such statements are false;
- c. the failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- d. from any incorrect description of products or services;
- e. from any mistake in advertised price of products or services;
- f. from failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
- g. from the export of products to or business visits by Your directors executives and employees to North America; or
- h. from Your Business involvement in publishing, broadcasting, telecasting, internet publishing, newspaper or magazine publishing.

## 2. Aircraft landing areas

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with the use of any land, property or structure as an airport, Aircraft hangar or Aircraft landing area, where such airport, Aircraft hangar or Aircraft landing area:

- a. is required by law to be issued with a license permitting regular public transport operations of Aircraft having a maximum passenger seating capacity of more than 30; or
- b. has more than 1,000 flight movements per year.

## 3. Aircraft and watercraft

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with:

- a. the ownership, legal possession, legal control or use by You or the use on Your behalf of:
  - i. any Aircraft or hovercraft; or
  - ii. any Watercraft exceeding eight (8) metres in length;
- b. the selling or manufacturing of Aircraft or the manufacture, assembly and/or supply of any products that are used with Your knowledge in Aircraft;
- c. the leasing, hiring or chartering of Aircraft to or from You; or
- d. the repair, service or maintenance of Aircraft or Aircraft products or the installation of any products into Aircraft unless such repair, service, maintenance or installation does not affect the flying capabilities or safety of the Aircraft and this Policy has been endorsed accordingly.

## 4. Amusement rides

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through or in connection with the ownership, legal possession, legal control, use, operation, supervision, or maintenance of carnival/ amusement rides.

## 5. Asbestos

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with:

- a. the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivatives of asbestos;
- b. property damage, or loss of use or diminution in value of property, arising directly or indirectly, out of or caused by, through or in connection with asbestos, asbestos fibres or derivatives of asbestos; or
- c. the cost of cleaning up, removing, treating, controlling, storing or disposing of asbestos, asbestos fibres or derivatives of asbestos or any other associated expenses.

## 6. Contractual liability

Any liability assumed under any contract or agreement. However, this exclusion does not apply to:

- a. liability which would have been implied or imposed by law in the absence of such contract or agreement;
- b. liability assumed under those contracts specified in the Policy schedule;
- c. liability assumed under any written lease of, or agreement for the rental of real property, where such lease or agreement does not include an obligation by You to insure such property;
- d. liability assumed under a written contract with a public authority for the supply to You of water, gas, electricity or communication services except where such contract is a contract by which You agree to perform work for or on behalf of that public authority; or
- e. the cover provided pursuant to this Policy (if any) to an interested party noted on the Policy schedule.

Paragraphs c and d do not apply to liability assumed by You under the relevant lease, contract or agreement to indemnify a party in respect of an act or omission for which it is wholly responsible, unless such liability would otherwise have been implied or imposed on You by law.

## 7. Defective design

Any defective or deficient design or error in formula or in specification provided by You for a fee.

## 8. E-Commerce

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with:

- a. the total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or use of Computer equipment;
- b. any error in creating, amending, entering, directing, deleting or using Computer equipment; or
- c. the total or partial inability or failure to receive, send, access or use Computer equipment.

## 9. Electronic date recognition

- a. Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with any Software or Device not being Electronic Date Compliant; or
- b. any cost or expenditure arising directly or indirectly out of, or caused by, through, or in connection with:
  - i. the making of any Software or Device Electronic Date Compliant; or
  - ii. the replacing of any Software or Device which is not Electronic Date Compliant.

For the purposes of this Exclusion 9:

Electronic Date Compliant means that neither performance nor functionality is affected by dates prior to, during, and after the Year 2000 and in particular:

- a. no date value (including the current date) will cause any interruption in operation;
- b. in all interfaces, output, display and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules;
- c. all leap years and non-leap years must be correctly recognised
- d. no particular date value is treated otherwise than as a date or used for special meanings;
- e. all information involving dates is correctly stored, retrieved, processed, recognised, calculated, sequenced, compared, managed, manipulated and presented including where formulas involve dates in one century or in multiple centuries; and
- f. the relevant Software or Device must correctly interface and interoperate with any related Software or Device and date or date related information from them in accordance with the other requirements of this definition of 'Electronic Date Compliant'.

**Software** or **device** means:

any software, computer, hardware, equipment, media, microchip, integrated circuit, embedded system or similar device, whether Your property or not.

**Date** includes a period of time.

Notwithstanding any other provisions contained in this Policy, this Exclusion shall be paramount and shall override anything contained in this Policy that is inconsistent with this Exclusion.

## 10. Employer's liability

- a. Personal Injury to any Worker. PROVIDED that if You are:
  - i. required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
  - ii. not required to so insure or otherwise fund such liability by reason only that the Personal Injury is to a person who is not a "worker" or "employee" within the meaning of the relevant Workers' Compensation Law or the Personal Injury is not an injury which is subject to such Law; then this Policy will respond to the extent that Your liability would not be covered under any such fund, scheme, Policy of insurance or self insurance arrangement had You complied with Your obligations pursuant to such Law.
- b. liability imposed by:
  - i. any Workers' Compensation Law;
  - ii. the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination;
  - iii. any law relating to Employment Practices.
- c. Personal Injury to any Volunteer or Voluntary Worker.

PROVIDED that this a. and b of Exclusion 10 do not apply to claims for loss of consortium by the spouse of any of Your Workers.

## 11. Erection and alterations to buildings

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with the erection, demolition of and/or alteration or addition to buildings or structures by You or on Your behalf except where the value of such work does not exceed \$5,000 at the commencement of the work.

## 12. Excess

the Excess specified in the Policy schedule or attached by Endorsement, being the first amount payable by You in respect of each claim, excluding charges, expenses and legal costs recoverable from You or incurred by Us and/or by You with Our written consent.



### 13. Explosives

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through or in connection with any explosives, fireworks, ammunition or weapons of any kind.

### 14. Faulty workmanship

the cost of performing, completing, correcting or improving any work undertaken by You or on Your behalf. However, this exclusion does not apply in respect of liability for Personal Injury or Property Damage resulting from faulty or defective workmanship.

### 15. Fines, penalties and punitive damages

fines, penalties, liquidated damages, punitive, exemplary or aggravated damages however imposed.

### 16. Hold harmless agreements

any amount which You become legally liable to pay and which amount You would have been legally entitled to recover from any party but for an agreement between You and that party.

### 17. Internet and computer operations

- a. Your internet operations; or
- b. any liability for property damage to data and media arising directly or indirectly out of or caused by, through or in connection with:
  - i. the use of any computer hardware or software;
  - ii. the provision of computer or telecommunications services by or on Your behalf; or
  - iii. any loss or damage caused by any computer virus.

However, this exclusion does not apply to Personal Injury or Property Damage arising out of any material prepared by the manufacturer in respect of product use, safety instructions or warnings which is reproduced on Your website.

### 18. Jurisdiction limits

- a. any action brought or instituted against You or any judgement obtained against You (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) in any country other than the Commonwealth of Australia or New Zealand in which You are represented by a branch or by an employee domiciled in that country or by a company, firm or individual holding Your power of attorney; or
- b. any actions brought or instituted or any judgement (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) within the United States of America or the Dominion of Canada or their respective territories, protectorates or dependencies.

### 19. Known defects

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with any defect or deficiency in Your Products of which You or Your agents have knowledge or have reason to suspect at the time when Your Products pass from Your actual physical custody or from the actual physical custody of any person under Your control.

### 20. Libel and slander

or directly or indirectly due to the publication or statement of a libel or slander or defamation of character which is:

- a. made prior to the commencement of the Period of Insurance, or
- b. made at Your direction in the knowledge that it was false, or
- c. related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals, conducted by You or on Your behalf

### 21. Loss of use

the loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- a. delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- b. the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You. PROVIDED that this paragraph b does not apply to loss of use of other tangible property resulting from sudden and accidental physical damage to or destruction of Your Products after Your Products have been put to use by any person or organisation other than Yourself.

### 22. Participants

- a. Personal Injury to any person which arises directly or indirectly out of or caused by, through, or in connection with their participation in any capacity in:
  - i. any sporting or recreational activity. This includes but is not limited to racing, gymnastics, martial arts, flying, gliding, ballooning, animal riding, motor cycle riding, carnival/ amusement rides, organised tours, camping, hiking, rafting, skiing or caving; or
  - ii. attendance at any demonstration, rally, march, procession or parade.
- b. damage to any property which is attributable to its use in any sporting or recreational activity, demonstration, rally, march, procession or parade. PROVIDED that this Exclusion does not apply to claims in respect of Personal Injury to a spectator at a sporting or recreational activity.

### 23. Pollution

- a. Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or water unless such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended from Your standpoint and takes place in its entirety at a specific time and place; or
- b. the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release or escape of any Pollutants. PROVIDED that this paragraph b does not apply to removal, nullifying or cleaning up costs which are consequent upon a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place.

## 24. Product defect

damage to Your Products if such damage is attributable to any defect in them or their harmful nature or unsuitability.

## 25. Product recall

the withdrawal, inspection, repair, replacement or loss of use of Your Products or of any property of which Your Products form a part if Your Products are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

## 26. Professional duty

a breach of any professional duty owed by You or anyone for whose breaches of such duty You may be legally liable. PROVIDED that this Exclusion does not apply to the rendering of or failure to render first aid at the time of an Occurrence covered by this Policy.

## 27. Property in physical or legal control

damage to or loss of:

- a. property owned, leased or rented by You; or
- b. property in Your physical or legal control.

PROVIDED that this Exclusion does not apply to:

- i. damage to premises which are leased or rented by You for the purpose of carrying on Your Business and the liability does not arise from Your failure to insure the premises as required in the lease or rental agreement;
- ii. damage to or loss of Vehicles (not belonging to You or used by You or on Your behalf) in Your physical or legal control where such loss or damage occurs whilst any such Vehicle is in a car park owned or operated by You provided that You as part of Your Business do not operate such car park for reward;
- iii. damage to or loss of employees' property;
- iv. damage to premises temporarily occupied by You for the purpose of carrying out work or damage to or loss of the contents of such premises; or
- v. damage to or loss of property not owned by You but in Your physical or legal control, subject to a maximum of \$20,000 any one Occurrence unless some other sub-limit is specified in the Policy schedule or attached by Endorsement.

## 28. Sexual molestation

caused by or arising from the molestation of, the interference with, the mental abuse or the physical abuse of any person by:

- a. You;
- b. any employee; or
- c. any person performing any voluntary work or service for You or on Your behalf.

## 29. Terrorism Insurance Act 2003

caused by, arising from, in connection with or as a result of Terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this Policy by virtue of the Terrorism Insurance Act 2003. The operation of this Act may also serve to reduce the settlement of Your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

## 30. Vehicles

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with the ownership, use, legal possession, or legal control by You of any Vehicle or any attachment to such Vehicle:

- a. which is registered;
- b. in respect of which registration or insurance is required by virtue of any legislation relating to Vehicles; or
- c. which is otherwise insured in respect of the same liability.

PROVIDED that this Exclusion does not apply to claims in respect of Personal Injury or Property Damage:

- i. 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 road; or
- ii. arising out of the loading, unloading, delivery or collection of goods to or from any Vehicle used in work undertaken by You or on Your behalf but not in Your physical or legal control.

## 31. War and nuclear

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with:

- a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, civil war, insurrection or military or usurped power;
- b. confiscation, nationalisation or requisition by or under the order of any Government or Public or Local Authority;
- c. nuclear weapons material;
- d. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste; or
- e. looting, sacking or pillaging following any event described in paragraph a..

# Conditions

## 1. Applicable law

Should any dispute arise between You and Us over the application or interpretation of this Policy, such dispute shall be determined in accordance with the law of the State or Territory of Australia in which the Policy was entered into. We and You agree to submit to the jurisdiction of any competent court of that State or Territory in relation to that dispute.

## 2. Paying the premium

We will tell You how much Your premium is and when it is due. You must pay the premium (including GST if applicable) by the due date to be covered by this Policy. Unless we tell You, any payment reminder we send You does not change the due date.

## 3. Cancellation by Us

We may only cancel a Policy when the law says we can.

We will cancel Your Policy by telling You so in writing.

We will return the premium that You have paid for the rest of the period of insurance (along with GST and any relevant government charges where this is allowed).

## 4. Cancellation by You

You may cancel this Policy at any time by notifying Us in writing. After receipt of such notification and after such cancellation You are entitled to a refund of premium for the unexpired period of insurance, after taking into account any money payable by You to Us (including any administration fee charged by Us).

## 5. Claims conduct

No admission of liability, or offer, promise or payment shall be made without Our written consent. We are entitled at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute, at Our own expense and for Our own benefit, any claim against any other persons and You must give all information and assistance required.

## 6. Claims notice

Any Occurrence which might give rise to a claim under this Policy must be reported in writing to Us as soon as possible. As far as is practicable no alteration or repair is to be carried out by You until We have had the opportunity to inspect, unless such alteration or repair is necessary to either prevent or minimise any Personal Injury or Property Damage. You must give immediate notice of any prosecution, inquest, inquiry or civil proceeding in connection with such Occurrence and immediately send to Us every relevant document.

## 7. Cross liability

Where You comprise more than one party each of the parties is considered to be a separate legal entity and the words 'You', 'Your', 'Yours', 'Yourself' apply to each party as if a separate Policy had been issued to each. PROVIDED that, irrespective of the number of parties which comprise You, the total amount payable by Us in respect of any one Occurrence shall not exceed the Limit of Liability stated in the Policy schedule.

## 8. Discharge of liability

We may at any time pay to You in connection with any claim or series of claims the Limit of Liability (after deduction of any amount already paid) or any lesser amount for which such claim or claims can be settled. Upon such payment We shall relinquish the conduct and control of such claims and be under no further liability in connection with such claim or claims except for costs, charges and expenses recoverable by You which were incurred by You with our consent prior to the date of such payment.

## 9. Material changes

Every change materially affecting the facts, circumstances, degree or amount of risk disclosed to Us must be notified in writing to Us as soon as such change comes to Your notice or to the notice of any officer or representative of Yours. On receipt of such notice We may vary the terms of this Policy and charge such additional premium as We may determine appropriate in the circumstances.

## 10. Premium adjustment

If the premium for this Policy has been calculated on estimates provided by You, You shall within 30 days after the expiry of the period of insurance provide Us with such particulars and information relevant to the Policy as We may reasonably require. The premium for the period shall be adjusted and any difference paid by or allowed to You as the case may be. PROVIDED that the adjusted premium shall not be lower than the minimum premium normally charged by Us for such a Policy.

## 11. Property inspection

We are permitted but not obligated to inspect Your property and operations at any time. Our right to make inspections, the making thereof or any report made thereon does not constitute a determination or warranty that such property or operations are safe.

## 12. Reasonable precautions

a. You and Your agents must take all reasonable precautions to:

- i. prevent Personal Injury and Property Damage;
- ii. ensure Your Products are manufactured, sold or supplied without defect;
- iii. comply with all statutory obligations, by-laws or regulations relating to the safety of persons or property;
- iv. ensure that the premises from which Your Business is carried on or conducted are regularly maintained and kept in a good state of repair; and
- v. ensure that only competent employees and sub-contractors are engaged.

b. You and Your agents must take immediate action to trace, recall, or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect.

### 13. Subrogation

In the event of a payment under this Policy to You or on Your behalf We are subrogated to all Your rights of recovery against any person or organisation. You must execute and deliver any instruments and papers. We require and do all that is necessary to assist Us in the exercise of such rights.

### 14. Indemnity prohibited by law

Where this Policy provides any indemnity to You which is prohibited by law, this Policy shall be varied by operation of this Condition so that this Policy does not respond to the extent that the indemnity is prohibited by law.

### 15. Interested Parties

You must tell us in writing of the interest of all interested parties (for example, banks or lessors) when You want their interest covered to the extent cover is offered under this policy. If a person is not named or noted on the Policy, they are not insured and cannot make a claim. This means we will need to record the interest of the interested party for those interests to be covered.

The interested parties must comply with all the terms and conditions of Your Policy, including without limitation, the obligation to notify us and give us details of any other insurance that insures any risk insured by this Policy.

## How the Goods and Services Tax (GST) affects this insurance

In addition to the premium, we will charge You an amount on account of GST.

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

Despite the other provisions of this insurance (including provisions in the Policy wording, the Policy schedule and any endorsement), Our liability to You will be calculated taking into account:

- a. any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or which you would have been entitled were you to have made a relevant acquisition.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

## Privacy statement

Your privacy is important to both Resilium and your insurer GIO General Limited (GIO) ("We/us/our" for the purpose of this statement, unless the context provides otherwise). GIO and Resilium are members of the Suncorp Group (the 'Group').

The Privacy Act 1988 (Cth) requires us to inform you that:

### Purpose of collection

Resilium and GIO collect your personal information for the purposes of:

- establishing your requirements and providing the appropriate product or service;
- setting up, administering and managing our products and services; and
- understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

GIO also collects your personal information for the purpose of assessing and investigating, and if accepted, managing a claim made by you under one of these products.

We may be required by Anti-Money Laundering/Counter Terrorism Financing legislation to collect your personal information.

### Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product or service you request, manage your insurance product or provide you with the full range of services we offer. As insurer, GIO may not be able to issue your insurance cover or manage or pay any claim under an insurance product.

### Disclosure

We use and disclose your personal information for the purposes we collected it. We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- other companies within the Group;
- information technology providers, including hardware and software vendors and consultants such as programmers;
- customer research and development organisations;
- intermediaries including your agent, adviser, a broker, a representative acting on your behalf, or our authorised representatives and our agents;
- government, law enforcement, regulatory or statutory bodies;
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- hospitals, medical and health professionals;
- printers, mail service and delivery providers for the mailing of documents; and
- other service providers.

## Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- sending to other companies in the Group;
- when you have asked us to do so;
- when we are authorised or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- certain electronic transactions; or
- when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

## Contact and access

Please contact us to:

- request access to the personal information we hold about you; or
- obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

You can contact us by calling 131 436.

GIO and Resilium both comply with the Suncorp Group Privacy Policy. This can be found at [http://www.gio.com.au/gio/privacy\\_security.html](http://www.gio.com.au/gio/privacy_security.html)

## Complaints resolution

We are committed to:

- Listening to what you tell us;
- Being accurate and honest in telling you about our products and services;
- Communicating with you clearly; and
- Resolving any complaints or concerns you have in a fair, transparent and timely manner.

If you have a complaint concerning this product or our services, please tell the people who provided your initial service. Or contact us by:

- Telephone: 1800 689 762
- Fax: 1300 767 337
- Mail: Reply Paid 1453 Customer Relations Unit RE058,  
GPO Box 1453 Brisbane QLD 4001 or
- Email: [customer.relations@suncorp.com.au](mailto:customer.relations@suncorp.com.au)

## What we will do to resolve your complaint

When you first let us know about your complaint or concern, we will review your complaint, consider the facts and attempt to resolve your complaint by the end of the next working day.

If we cannot resolve your complaint to your satisfaction within 5 working days we will contact you to agree reasonable alternative timeframes. We will endeavour to send you our final decision within 15 working days from the date you first made your complaint, provided we have all necessary information and have completed any investigations required. If you are still unsatisfied with the final outcome at your request we can refer your complaint to our Internal Dispute Resolution (IDR) team. Our IDR team will review your dispute, and respond to the dispute within 15 working days of your complaint being referred to them provided they receive all necessary information and have completed any investigation required.

## What if you are not satisfied with our final IDR decision?

We expect our procedures will deal fairly and promptly with your complaint. If however you are not satisfied with our final decision or if we have not been able to resolve the complaint to your satisfaction within 45 days you may be able to take the complaint to the Financial Ombudsman Service ("the FOS").

The FOS is an independent external dispute resolution scheme and its service is free to our customers.

You can contact the FOS by:

- Telephone: 1300 780 808
- Mail: Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001.
- Email: [info@fos.org.au](mailto:info@fos.org.au); or
- Website: [www.fos.org.au](http://www.fos.org.au)

The FOS will tell you if they can help you, as their services are not available to all customers.

We agree to accept a FOS decision however you have the right to take legal action if you do not accept their decision.

If you want more information on the FOS, please ask us for a brochure.

Contact your  
Resilium Adviser or:

**phone** Customer Service 131 436 or  
Claims 131 437

**web** [www.resilium.com.au](http://www.resilium.com.au)