



PUBLIC AND PRODUCTS LIABILITY INSURANCE

GIO NOT-FOR- PROFIT PROTECT POLICY



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WELCOME TO GIO BUSINESS INSURANCE

Since 1927, GIO has built a reputation among Australian business owners for financial strength, competitive rates and excellence in claims service.

Unlike many other insurers, GIO has specific Business Insurance covers that are tailored to meet the needs of different industries, including hospitality, retail, professional services and many more.

We're here to support you today so you can focus on what's next. Don't think you're covered, know – with GIO.

GIO is a member of the Suncorp Group.

WHO IS THE INSURER?

This insurance is issued by AAI Limited ABN 48 005 297 807 AFSL 230859 trading as GIO.

COMMUNICATING WITH YOU ELECTRONICALLY

We may send Your Policy documents and Policy related communications electronically. This will be by email and/or other types of electronic communication methods (e.g. SMS). We will obtain Your express or inferred consent to do so.

Each electronic communication will be deemed to be received by You at the time it leaves Our information system.

PART A: IMPORTANT INFORMATION

Your duty of disclosure

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

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If you do not tell us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

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

Cooling off period

You have the right to return the Policy by notifying Us in writing within thirty (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 return Your Policy during the cooling off period, We will return the amount You have paid (including GST if applicable) for the Policy.

In addition, if You vary Your Policy You have the right to remove that variation within thirty (30) days of the date it was added by notifying Us in writing (“additional cooling off period”) unless You make a claim under the Policy within the additional cooling off period.

If You remove the variation during the additional cooling off period, We will return the amount You have paid (including GST if applicable) for that variation.

To cancel Your Policy at other times, please see “Cancellation” on page 5.

The amount of your premium

The premium is the amount You pay Us for this insurance. It includes stamp duty, GST and any other government charge or levy that applies. Your premium is shown on Your Policy schedule.

The premium does not include any service or administration fee charged to You by Your insurance intermediary.

In addition to the factors We use to calculate Your premium, the discounts You qualify for also affect Your premium. Your premium includes any discounts You qualify for and these are applied

before adding applicable government charges. We might also advertise special short term offers and benefits from time to time.

We can withdraw a discount at any time, however changes will not affect the premium for an existing Policy during its current Period of Insurance.

Paying your premium

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.

For renewal policies, if You do not pay Your premium by the due date, then You have no cover from the due date.

If You change Your Policy, You may be entitled to a partial refund of premium or be required to pay an additional premium.

Paying by monthly instalments

If You pay Your premium by monthly instalments and a monthly instalment is overdue We will let You know, and We can cancel Your Policy:

- by giving You at least fourteen (14) days advance notice; or
- without advance notice, once an instalment is one (1) month (or more) overdue.

Cancellation

You can cancel Your Policy at any time. You can specify a future date from which You would like to cancel Your Policy. If You do not specify a date then the cancellation takes effect on the date We receive Your request. If You cancel Your Policy We will refund the proportion of Your premium for the unexpired Period of Insurance (including GST if applicable) less any non-refundable government charges if the refund is more than \$10 (GST inclusive).

If You pay by instalments, on cancellation You agree to pay Us any portion of the premium that is owing but not yet paid and that amount is due and payable.

We can cancel Your Policy when the law allows Us to. If We cancel Your Policy We will refund the proportion of Your premium for the unexpired Period of Insurance (including GST if applicable), less any non-refundable government charges, provided the refund is more than \$10 (GST inclusive). If We cancel Your Policy due to fraud, We will not refund any money to You.

Excess

This is the amount You have to pay if You incur liability which leads to a claim under Your Policy. The Excess that applies to Your Policy is specified in the Policy Schedule.

You may be required to pay one or more Excesses that applies to a claim under Your Policy. For example, an Endorsement may have its own Excess which may be in addition to any other Excess that applies to a claim.

Fraudulent claims

If You, or anyone You authorise to act on Your behalf, or with Your knowledge and consent, makes a claim that is false or causes loss, damage or liability deliberately, We may do one or more of the following:

- refuse to pay a claim;
- cancel Your Policy; or
- take legal action against You.

When we may refuse a claim/reduce what we pay/recover costs or monies/cancel your policy

We may refuse to pay a claim or We may reduce the amount We pay You (to the extent to which We are prejudiced as a result of Your non-compliance) and/or recover from You any costs and/or any monies We have paid and/or cancel Your Policy, if:

- a. You do not do what Your duty of disclosure requires You to;
- b. You:
 - i. are not truthful;
 - ii. have not given Us full and complete details; or
 - iii. have not told Us something when You should have, when applying for the insurance, or when making a claim;
- c. You have not complied with any of the Conditions of Your Policy;
- d. You do any of the following without Us agreeing to it first:
 - i. make or accept any offer or payment or in any other way admit You are liable;
 - ii. settle or attempt to settle any claim; or
 - iii. defend any claim;
- e. cover is excluded by the Policy;
- f. You are in breach of any other conditions of Your Policy.

If You prevent Our right to recover from someone else or if You have entered into a contract or agreement which excludes or limits Your right to recover compensation from another person who is liable to compensate You for any Legal Liability which is covered by this Policy, We will not cover You under this Policy for that Legal Liability.

PART B: PRIVACY STATEMENT

AAI Limited trading as GIO is the insurer and issuer of this product, and is a member of the Suncorp Group, which We'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that We can:

- identify You and conduct appropriate checks;
- understand Your requirements and provide You with a product or service;
- set up, administer and manage Our products and services and systems, including the management and administration of underwriting and claims;
- assess and investigate any claims You make under one or more of Our products;
- manage, train and develop Our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of You, Your needs, Your behaviours and how You interact with Us, so We can engage in product and service research, development and business strategy including managing the delivery of Our services and products via the ways We communicate with You.

What happens if you don't give us your personal information?

If We ask for Your personal information and You don't give it to Us, We may not be able to provide You with any, some, or all of the features of Our products or services.

How we handle your personal information

We collect Your personal information directly from You and, in some cases, from other people or organisations. We also provide Your personal information to other related companies in the Group, and they may disclose or use Your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to You.

They may also use Your personal information to help them provide products and services to other customers, but they'll never disclose Your personal information to another customer without Your consent.

Under various laws We will be (or may be) authorised or required to collect Your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Taxation Administration Act 1953, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended, and includes any associated regulations.

We will use and disclose Your personal information for the purposes We collected it as well as purposes that are related, where You would reasonably expect Us to. We may disclose Your personal information to and/or collect Your personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see Our Group Privacy Policy for a list of brands/companies);
- any of Our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that We've contracted to provide financial services, financial products or administrative services – for example:
 - information technology providers,
 - administration or business management services, consultancy firms, auditors and business management consultants,
 - marketing agencies and other marketing service providers,
 - claims management service providers,
 - print/mail/digital service providers, and
 - imaging and document management services;
- any intermediaries, including Your agent, adviser, a broker, representative or person acting on Your behalf, other Australian Financial Services Licensee or Our authorised representatives, advisers and Our agents;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the Policy as having a legal interest, including where You are an Insured person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;

- debt collection agencies;
- any other organisation or person, where You've asked them to provide Your personal information to Us or asked Us to obtain personal information from them, e.g. Your mother.

We'll use a variety of methods to collect Your personal information from, and disclose Your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose Your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas Disclosure

Sometimes, We need to provide Your personal information to – or get personal information about You from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in Our Group Privacy Policy, which can be accessed at www.gio.com.au/privacy, or You can call Us for a copy.

From time to time, We may need to disclose Your personal information to, and collect Your personal information from, other countries not on this list. Nevertheless, We will always disclose and collect Your personal information in accordance with privacy laws.

Your personal information and our marketing practices

Every now and then, We and any related companies that use the GIO brand might let You know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that You might be interested in. We will engage in marketing unless You tell Us otherwise. You can contact Us to update Your marketing preferences at any time.

In order to carry out Our direct marketing We collect Your personal information from and disclose it to others that provide Us with specialised data matching, trending or analytical services, as well as general marketing services (You can see the full list of persons and organisations under 'How we handle Your personal information'). We may also collect Your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide Us with services, may combine the personal information collected from You or others, with the information We, or companies in Our Group, or Our service providers already hold about You. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to You.

How to access and correct your personal information or make a complaint

You have the right to access and correct Your personal information held by Us and You can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how You can complain about a breach of the Australian Privacy Principles and how We'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in Contact Us.

Contact us

For more information about Our privacy practices including accessing or correcting Your personal information, making a complaint, obtaining a list of overseas countries, or giving Us Your marketing preferences You can:

- Visit www.gio.com.au/privacy
- Speak to Us directly by phoning Us on 13 10 10
- Email: privacyaccessrequests@gio.com.au

PART C: 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.

How to contact us with a complaint

If You experience a problem, are not satisfied with Our products or services or a decision We have made, please let Us know so that We can help. Contact Us:

By phone: 13 10 10

By email: gjo_business@GIO.com.au

Complaints can usually be resolved on the spot or within five (5) business days.

If We are not able to resolve Your complaint or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:

By phone: 1300 264 053

By email: idr@GIO.com.au

In writing: GIO Reply paid 3999, SYDNEY NSW 2001

Customer Relations will contact You if they require additional information or if they have reached a decision.

Seek review by an external service

We expect Our procedures will deal fairly and promptly with Your complaint. However, if You remain dissatisfied, You may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on Us, provided You also accept the determination. You do not have to accept their determination and You have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist You. You can contact AFCA:

By phone: 1800 931 678

By email: info@afca.org.au

In writing: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

By visiting: www.afca.org.au

PART D: OTHER INFORMATION

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

The premium will include an amount of GST.

You must tell Us about the input tax credit (ITC) You are entitled to for Your premium and Your claim, each time You make a claim. If You do not give Us this information or if You tell Us an incorrect ITC, We will not pay any GST liability You incur.

Our liability to You will be calculated taking into account any ITC to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled had You made a relevant acquisition.

If You are not entitled to an input tax credit on Your Policy premium, all Limits of Liability stated in Your Policy are GST inclusive (unless Your Policy states otherwise).

If You are entitled to an input tax credit on any part of the Policy premium, the Limits of Liability stated in Your Policy are exclusive of any input tax credit which You are entitled to claim (unless Your Policy states otherwise).

This outline of the effect of the GST on Your Policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to Your circumstances.

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

Terrorism and Cyclone Insurance Act 2003

A Terrorism Exclusion applies to this Policy.

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 Limit of Liability of this Policy by virtue of the Terrorism and Cyclone 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 and Cyclone Insurance Act 2003 can be obtained at www.arpc.gov.au.

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 by:

Telephone: 1300 55 88 49

Website: www.apra.gov.au

General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. You can get a copy of the Code from the Insurance Council of Australia website (www.insurancecouncil.com.au) or by phoning (02) 9253 5100 or 1300 728 228.

About your insurance policy

Your Policy is a legal contract between You and Us. The contract is based on the information You gave Us when You applied for the insurance, and any subsequent information You have supplied.

Your Policy is made up of this Policy wording, any Endorsements and the Policy Schedule. You should read all these documents together to understand what We cover, what We exclude, what We pay to settle claims and other important information.

Parts A, B, C, D, F including but not limited to the Conditions listed on pages 30 to 35 and Part E Exclusions on pages 23 to 29 and definitions apply to the whole Policy including any Endorsement unless expressly stated otherwise.

Subject to You paying the premium by the due date, We agree to insure You during the Period of Insurance. The commencement date and expiry date of the Period of Insurance is specified in the Policy Schedule.

Interpretation

Some words in this Policy have special defined meanings. These words are capitalised. Most of the words We have defined are listed in the Definitions on pages 17 to 22.

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.

PART E: YOUR INSURANCE COVER

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:

- a. Property Damage in respect of property owned or controlled by someone else; or
- b. Personal Injury to another person (other than Your employees); or
- c. Advertising Liability,

which:

- i. occurs during the Period of Insurance;
- ii. is caused by an Occurrence in connection with the Business;
- iii. occurs within the Geographic Limitations; and
- iv. was not intended or expected by You.

Supplementary payments

If We pay a claim for compensation in respect of which Your Legal Liability is covered by this Policy We will also pay:

- a. all charges, expenses and legal costs incurred by Us and/or by You with Our agreement in the settlement or defence of the claim for compensation made against You covered by this Policy;
- b. all charges, expenses and legal costs recoverable from You by claimants in connection with the claim for compensation; and
- c. expenses incurred by You for first aid to others at the time of an Occurrence covered by this Policy.

The charges, expenses or legal costs incurred under paragraphs a. to c. are payable by Us in addition to the applicable Limit of Liability specified in the Policy Schedule, except if We pay the Limit of Liability in respect of an Occurrence or Occurrences:

- i. We will only pay those charges, expenses or legal costs covered under this Supplementary Payments that were incurred by You with Our permission prior to the date of payment of the Limit of Liability;

and

- ii. if a payment exceeding the Limit of Liability has to be made to dispose of a claim or legal action against You, Our liability to pay charges, expenses or legal costs covered under this 'Supplementary payments' with respect to the Occurrence, will be limited to that proportion of those legal costs as the Limit of Liability bears to the amount paid to dispose of the claim or legal action.

Please refer to the 'Application of limit of liability to claims that exceed the limit' clause on page 16 of this Policy for details of these provisions including an example of how the provision described in ii. above would apply.

Interested parties

We will pay a claim as if “You” in the insuring clause includes a reference to any Interested Party, subject to the same terms and conditions which apply to You.

This will only apply:

- a. to Legal Liability for Personal Injury or Property Damage incurred by the Interested Party that arises directly from Your negligence in the carrying out of work or services in connection with Your Business as part of an undertaking or contract entered into between You and the interested Party;
- b. to the contract or agreement between You and the Interested Party; and
- c. where a claim made by You in relation to the Occurrence which gives rise to the Interested Party’s Legal Liability would not be excluded by this cover.

We will not pay a claim for Personal Injury or Property Damage incurred by an Interested Party which:

- a. arises out of or in connection with the Interested Party’s own negligence, acts, errors or omissions;
- b. arises independently of Your performance of any contract or agreement between You and the Interested Party; or
- c. arises from an Occurrence in respect of which You or the Interested Party is entitled to be indemnified pursuant to a policy which provides workers compensation insurance or any other policy or scheme which provides cover against liability for injuries to Workers or employees.

This insuring clause will not extend to an Interested Party that is also a Principal.

Principals

We will extend the cover for Legal Liability to a Principal of Yours who shall be subject to the terms and conditions of this Policy.

This will only apply:

- a. to Legal Liability for Personal Injury or Property Damage incurred by the Principal which arises directly from Your negligence in the performance of the contract between You and the Principal;
- b. to the contract between You and the Principal; and
- c. where a claim made by You in relation to the Occurrence which gives rise to the principal’s Legal Liability would not be excluded or otherwise outside the cover provided by this cover.

This insuring clause will not extend to Legal Liability incurred by a Principal which:

- a. arises out of or in connection with the principal’s own negligence, acts, errors or omissions;
- b. arises independently of your performance of the contract between You and the Principal; or
- c. arises from an Occurrence in respect of which You or the Principal is entitled to be indemnified pursuant to a policy which provides workers compensation insurance or any other policy or scheme which provides cover against liability for injuries to Workers or employees.

Limit of liability

The maximum compensation payable under this Policy as a result of an Occurrence giving rise to Legal Liability covered under this Policy 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 deemed to have arisen out of one Occurrence.

Our total aggregate liability during any one Period of Insurance for all claims for Legal Liability covered under this Policy shall not exceed the Limit of Liability in the Policy Schedule.

Application of limit of liability to claims that exceed the limit

If We pay the Limit of Liability in respect of any Occurrence We will not be obliged to defend any legal action against You. We will have no further liability under this Policy with respect to the Occurrence, except for those charges, expenses or legal costs covered under 'Supplementary Payments' incurred with respect to the Occurrence by You with Our permission prior to the date of payment of the Limit of Liability.

If a payment exceeding the Limit of Liability has to be made to dispose of a claim or legal action against You, Our liability to pay charges, expenses and legal costs covered under 'Supplementary Payments', with respect to the Occurrence, will be limited to that proportion of those legal costs as the Limit of Liability bears to the amount paid to dispose of the claim or legal action.

Example:

Limit of Liability = \$10,000,000

Payment to dispose of the claim = \$20,000,000

Legal costs incurred under Supplementary Payments = \$100,000

Limit of Liability is 50% of amount paid to dispose of the claim

Our liability for legal costs is limited to 50% of \$100,000 = \$50,000 (less any applicable excess).

Definitions

The following words have the following meanings in this Policy.

Advertising Liability

- a. any infringement of copyright or passing off of title or slogan;
- b. unfair competition, piracy, idea misappropriation contrary to an implied contract; or
- c. invasion of privacy,

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising activities.

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 and remote control devices and drones.

Bodily Injury

means death, bodily injury, sickness or disease sustained by a person. Bodily Injury does not include mental impairment, mental injury, mental anguish, shock, fright, mental illness, humiliation, discrimination or any injury arising out of invasion of privacy, breach of confidentiality, defamation and/or loss of consortium.

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.

Computer System

means any computer, hardware, software, communications system, electronic device, (including, but not limited to, any 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 or data storage device, networking equipment or back up facility.

Data

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

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; and
- b. elsewhere in the world but only in respect of:
 - i. business visits by directors and employees of the 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.

Hovercraft

Any vessel, craft or thing made or intended to float on or in, or travel on, or through the atmosphere or water on a cushion of air propelled by a downward blast.

Insured

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

Interest Party or Interested Parties

Any person, company or legal entity shown on the Policy Schedule as the interested parties.

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.

Legal Liability

You are legally liable to pay compensation for:

- a. Property Damage in respect of property owned or controlled by someone else; or
- b. Personal Injury to another person (other than Your employees); or
- c. Advertising Liability,

which:

- i. occurs during the Period of Insurance;
- ii. is caused by an Occurrence in connection with the Business;
- iii. occurs within the Geographic Limitations; and
- iv. was not intended or expected by You.

Limit of Liability

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

Loss of Use

means the inability to obtain the intended benefit which is not resulting from damage to tangible property.

Manual Labour

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

Media

means material on which Data is recorded or stored, such as magnetic tapes, hard drives, cartridges, dongles, CDs, DVDs, USBs, flash drives, memory cards or floppy disks. Media does not include paper records.

Occurrence

means an event neither expected nor intended from Your standpoint, including continuous or repeated exposure to substantially the same general conditions. A series of occurrences attributable to one source or originating cause is deemed to be the one occurrence.

Period of Insurance

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

Personal Information

means any information from which an individual may be reasonably identified or contacted, including an individual's name, telephone number, email address, tax file number, Medicare number, credit card details or any other non-public personal information as defined in the Privacy Act 1988 (Cth) or in any subsequent legislation that alters, repeals or replaces such legislation.

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. defamation 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.

Principals

A party who You have entered into a written contract with in connection with Your Business where You agree to perform work, provide Your services or supply Your Products to the party and the contract requires You to obtain insurance for legal liabilities incurred by that party which arise from Your performance of the contract.

Private and Confidential Information

means any information (including Data) other than Personal Information that is not publicly available and where disclosure may affect the economic, competitive or commercial interests of the owner of the information including trade secrets, computer programs, customer information, patents, trademarks, copyrights or processing methods.

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

AAI Limited ABN 48 005 297 807 AFSL 230859 trading as GIO.

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 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 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 Insured or the companies as designated in paragraph c. 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 employee, office bearer or member of social, sports, fire fighting or welfare organisations, canteen and first aid facilities formed with the consent of the Insured, the companies as designated in paragraph c. or the persons as designated in paragraph d.; and.
- g. where the 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 Products

means anything (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 anything, (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 or for any liability of any nature caused by, arising from, in respect of or in connection with:

1. Advertising Liability

- a. an act, error or omission that occurs prior to the first Period of Insurance of this Policy Section;
- b. statements made by You or 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. any incorrect description of Your Products or services;
- e. any mistake in advertised price of Your Products or services;
- f. failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
- g. the export of Your Products to or Business visits by Your directors, executives and employees to the United States and Canada; or
- h. Your Business's involvement in publishing, broadcasting, telecasting, internet publishing, newspaper or magazine publishing.

2. Aircraft landing areas

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 licence 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 calendar year.

3. Aircraft and watercraft

- a. the ownership, legal possession, legal control or use by You or the use on Your behalf of:
 - i. any Aircraft; 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 of Your 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 an Aircraft or Aircraft products or the installation of any of Your Products into the 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

Ownership, legal possession, legal control, use, operation, supervision, or maintenance by You or on Your behalf of carnival or amusement rides.

5. Asbestos

- a. the inhalation of, or exposure to (including the fear of inhalation, or exposure) 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, 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 or Principal 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. Data, cyber, privacy breach, confidential or personal information breach and internet and computer operations

- a. any access to or disclosure of any Private and Confidential Information or Personal Information;
- b.
 - i. total or partial destruction, distortion, erasure, corruption, theft, misappropriation, misuse or alteration of Data;
 - ii. total or partial inability or failure to receive, send, access, manipulate or use Data for any time or at all; or
 - iii. any Loss of Use, reduction in functionality, restriction of access or inability to manipulate, repair, replacement, restoration or reproduction of any Data;
- c. any corruption, Loss of Use or misuse of or inability to access, process, use or operate any Computer System;
- d. Your Internet Operations, however, this exclusion d. does not apply to Legal Liability covered by this Policy for Personal Injury or Property Damage arising out of the use of any material prepared by the manufacturer in respect of product use, safety instructions or warnings which is reproduced on Your website; or

- e. any liability for Property Damage to Media arising directly or indirectly out of or caused by, through or in connection with the provision of computer or telecommunications services by You or on Your behalf.

This exclusion does not apply to :

- i. Property Damage, Bodily Injury or Advertising Liability arising out of the circumstances described in sub-paragraphs a., b. or c. above; or
- ii. mental anguish, mental injury, shock, fright or loss of consortium arising out of the circumstances described in sub-paragraph c. above. For avoidance of doubt, the exclusion continues to apply to mental anguish, mental injury, shock, fright or loss of consortium arising out of the circumstances described in sub-paragraphs a. and b. above.

For the purposes of this exclusion only, **property damage** means loss of, physical damage to or destruction of tangible property including the loss of use thereof resulting therefrom. Tangible property does not include **data**.

8. Defective design

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

9. Employer's liability

a. Personal Injury to any Employee. However, 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.

However, paragraphs a. and b. of this Exclusion do not apply to claims for loss of consortium by the spouse of any of Your Employees.

10. Erection and alterations to buildings

Erection or demolition of, or alteration or addition to, buildings or structures by You or on Your behalf, except where the value of such work does not exceed \$15,000 at the commencement of the work.

11. Explosives

Explosives, fireworks, ammunition or weapons of any kind.

12. Faulty workmanship

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

13. Fines, penalties and punitive damages

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

14. 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.

15. 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, regardless of whether 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.

16. Known defects

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.

17. Defamation

Defamation which is:

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

18. 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.

19. 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 any sporting or recreational activity. This includes but is not limited to racing, gymnastics, martial arts, flying, gliding, ballooning, animal riding, motorcycle riding, carnival/amusement rides, organised tours, camping, hiking, rafting, skiing or caving;
- 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.

20. Pollution

- a. 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;
- 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; or
- c. the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Your Products that have been discarded, dumped or thrown away by others.

21. Product defect

Damage to Your Products if such damage is attributable to any defect in them or their harmful nature or because they are not fit for purpose.

22. 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.

23. 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.

24. 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 on Your Business 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 for any one Occurrence unless some other sub-limit is specified in the Policy Schedule or attached by Endorsement.

25. Molestation

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.

26. Non-compliance

This Policy does not insure liability caused by or as a result of Your wilful or reckless failure to comply with any statutory obligations, by-laws, regulations or public authority requirements that concern the safety of persons or property and that apply to Your Business, for example workplace health and safety law.

However, this Exclusion does not apply to the extent that Your wilful or reckless failure to comply did not contribute to the liability.

27. Terrorism

Arising directly or indirectly out of, or caused by, through, or in connection with:

- a. Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Legal Liability, Personal Injury or Property Damage; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to Terrorism.

28. Vehicles

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;
- c. in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not insurance is effected); or,
- d. which was being driven by, or is in the charge of, someone:
 - i. under the influence of any illegal substance or intoxicating liquor;
 - ii. in whose blood the level of alcohol, as shown by analysis of the person's breath or blood, is equal to or in excess of that level at which it is an offence to drive or be in charge of a motor vehicle under the relevant law in which the analysis is conducted; or
 - iii. who fails or refuses to provide a specimen or sample of their breath, blood or urine for the purpose of analysis when required by police or any other authorised person.
 - iv. was not licenced, not correctly licenced or not complying with the conditions of their licence.

However, sub-paragraphs 'i', 'ii' and 'iii' above will not apply if it can be demonstrated that the alcohol, drugs or medication intake did not contribute to the occurrence.

Sub-paragraphs 'a', 'b' and 'c' of this exclusion will not apply to the cover provided by Additional Benefit 3 – Vehicles, of this Policy Section. For the purposes of this Policy Section, the meaning of vehicle is modified to mean any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual power and any trailer made or intended to be drawn by any such machine while attached to it.

29. War and nuclear

Arising directly or indirectly out of or caused by, through, or in connection with:

- a. revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), military coup, hostile acts of sovereign or government state-sponsored entities;
- b. expropriation (including lawful seizure), confiscation, nationalisation, destruction 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. any looting or rioting following any of the events stated above.

30. Sanctions

Despite any provision of the Policy, We will not cover and will not make any payments or provide any services or benefit to You or to any other party to the extent that such cover, payment, service or benefit would contravene any applicable trade or economic sanctions, law or regulation.

PART F: CONDITIONS

These conditions apply to the Policy.

You must comply with these conditions if an event occurs which may lead to or results in a claim.

If You do not comply with the Conditions We may:

- a. refuse to pay a claim or reduce the amount We pay (to the extent to which We are prejudiced in respect of the claim as a result of Your non-compliance); and/or
- b. recover from You any costs and/or any monies We have paid; and/or
- c. cancel Your Policy.

1. 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 reasonably practicable, no alteration or repair of any of Your Products or Property Damage in connection with any claim is to be carried out by You until We have had the opportunity to inspect Your Product or Property Damage, unless such alteration or repair is necessary for safety reasons or to prevent or minimise any Personal Injury or Property Damage. You must notify Us as soon as possible of any prosecution, inquest, inquiry or civil proceeding in connection with any Occurrence which might give rise to a claim under this Policy and send to Us every relevant document as soon as possible.

2. Paying your Excess

You must pay the Excess that applies to claims under this Policy.

The Excess that applies will depend on the circumstances of the claim. Some Conditions have their own Excess which are in addition to any other Excess that may apply to a claim. When multiple Excesses apply, You might have to pay more than one type of Excess.

The amount of the Excesses and the circumstances that each Excess applies to are shown on Your Policy Schedule.

You can choose from the following three options to pay Your Excess:

- the applicable Excesses will be deducted from the amount We pay You under Your claim;
- the Excess may be paid in some instances to the appointed repairer or supplier; or
- You may pay the Excess directly to Us before We finalise Your claim.

3. Cooperation

You must co-operate and provide Us with all reasonable assistance in connection with any investigation, negotiation, recovery, defence, legal proceeding or settlement of any claim including:

- a. doing all things necessary to allow Us to take over legal proceedings in the circumstances discussed in Conditions 5 – Rights of Recovery, on the following page;
- b. Attending an interview or giving evidence in court as We may reasonably require.

4. Claims conduct

In relation to claims against You, We have the right and full discretion to conduct claims. We may engage legal or other representatives to assist in the conduct of a claim. At all times We reserve the right to negotiate and settle a claim on terms We consider appropriate. You must allow Us to make admissions, settle or defend claims made against You on Your behalf.

We reserve entirely Our rights under this Policy, including Our right to agree or deny cover while We assess a Claim or conduct a defence. Our rights under this Policy Section are not affected if We do not conduct the defence.

Neither You nor We will be required to contest or litigate any Claim if, in the opinion of Senior Counsel (or equivalent), reasonable attempts should be made to settle the Claim. The Senior Counsel (or equivalent) shall be mutually agreed upon, or in the absence of such agreement, as nominated by the President of the Bar Association of the relevant State or Territory jurisdiction. The cost to obtain the opinion will be paid by Us and treated as defence costs.

Senior Counsel (or equivalent) shall provide the opinion in writing. In formulating the opinion Senior Counsel (or equivalent) shall consider commercial matters including the amount of the Claim, the actual and potential financial loss (including defence costs) that may reasonably be incurred in contesting the Claim, the liability prospects and the prospect of recovering costs against the claimant in the event that the defence is successful. Senior Counsel (or equivalent) will also provide a settlement range within which reasonable attempts should be made to settle the Claim.

If it is the opinion of Senior Counsel (or equivalent) that reasonable attempts should be made to settle the Claim, You will not object to Our attempt to do so.

5. Rights of recovery

If You have incurred a Legal Liability and You make a claim under this Policy with Us for that liability, then We have the right and You have permitted Us to take action or start legal proceedings against any person or entity liable or, who would be liable to You for the recovery of Your loss.

“Your loss” means Your insured, underinsured or uninsured Legal Liability, costs, payments made and expenses which You have claimed under Your Policy. Any action or legal proceeding We take will be commenced either in Your name, or in the name of any other person or entity that suffered Your loss. We have full discretion over the conduct and any settlement of the recovery action.

If You make a claim with Us for Your loss and You have already started action or legal proceedings against any person or entity liable or, who would be liable to You for Your loss, then We have the right and You have permitted Us to take over and continue that action or legal proceeding.

Where Your loss forms part of any class or representative action which has not been started under Our instructions, We have the right and You permit Us to exclude Your loss from that class or representative action for the purpose of Us including it in any separate legal proceedings which are or will be started under Our instructions.

You must provide Us with all reasonable assistance, co-operation and information in the recovery of Your loss. This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;

- providing Us with any documents relevant to Your claim;
- providing copies of any available photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when We cannot lodge one);
- attending court or meetings with Our legal/other experts (only if required);
- providing evidence and documentation relevant to Your claim and executing such documents, including signed statements which We reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs You incur when having to attend court up to a limit of \$250 in total per claim.

You must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding Your rights and Our rights to recover Your loss, including opting out of any class or representative action, unless We have given You Our prior written agreement. If You do, We will not cover You under this Policy for Your loss.

Recoveries do not include any amount recovered from insurance, surety, reinsurance, security or indemnity taken for the benefit of Us.

6. Subrogation agreements

If another person or organisation is, or could have been, liable to compensate You for any Legal Liability otherwise covered by the Policy, but You have agreed with that person either before or after the Legal Liability occurred that You would not seek to recover any money from that person or organisation, We will not cover You under the Policy for any such Legal Liability.

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' and 'Yourself' apply to each party as if a separate Policy had been issued to each of You. 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. Further:

- a. any notice given by Us under the Policy to any one of You will be deemed to be notice given to all of You;
- b. any misrepresentation or fraudulent actions or statements made by any party will be deemed to be made by all of You; and
- c. any claim made by a party will be deemed to be a claim made by all of You.

8. Discharge of liability

If, at any time, We pay You the Limit of Liability for any claim under this Policy, We do not have any further liability to You. But We will pay any charges, expenses and legal costs payable under a., b. and c. of 'Supplementary Payments' that are expressed to be in addition to the Limit of Liability.

Provided that:

- i. We will only pay those charges, expenses and legal costs payable under a., b. and c. of 'Supplementary Payments' that were incurred by You with Our permission prior to the date of payment of the Limit of Liability; and
- ii. if a payment exceeding the Limit of Liability has to be made to dispose of a claim or legal action against You, Our liability to pay charges, expenses and legal costs payable under a., b. and c. of 'Supplementary Payments', with respect to the Occurrence, will be limited to that proportion of those charges, expenses and legal costs payable under a., b. and c. of 'Supplementary Payments' as the Limit of Liability bears to the amount paid to dispose of the claim or legal action.

Please refer to the 'Application of limit of liability to claims that exceed the limit' clause on page 16 of this Policy for details of these provisions including an example of how the provision described in ii. above would apply.

9. Change to risk

Our decision to insure You, and the premium that We charge You, is based on information provided by You about You and Your Business. Your insurance, including the amount of premium, may be affected if any of the facts or circumstances that existed at the start of the Policy change during the Period of Insurance, including, for example:

- a. the nature of or type of business carried on by You;
- b. the Business is permanently discontinued;
- c. Your registration or business certification is qualified, cancelled, suspended or terminated;
- d. the Insured or any of its subsidiaries merges or is consolidated with or become a subsidiary of another entity;
- e. Your interest in the Policy ceases, including by operation of law; or
- f. You are declared bankrupt or the Business is wound up or carried on by an insolvency practitioner or permanently discontinued.

You must notify Us as soon as possible of any of the above changes.

If You have not told Us about any of the above matters having occurred in any other Period of Insurance You held this Policy with Us, You must also tell Us as soon as possible.

If You do not notify Us when You need to We may refuse to pay a claim or reduce the amount We pay (to the extent to which We are prejudiced in respect of the claim as a result of Your delay in notifying Us).

If We agree to the changes You tell Us about, We will confirm this in writing. When You contact Us to inform Us of any of these above matters occurring or having occurred, We may need to agree with You that one or more of the following changes is made in order to continue Your cover:

- impose an additional Excess,
- charge extra premium; or
- apply a special condition to Your Policy.

In some cases, it may lead Us to reduce or refuse to pay a claim or mean We can no longer insure You and We will cancel Your Policy.

10. Inspection of property

We will be permitted to, but not obliged to, inspect the operations or Property insured of Your Business at any reasonable time. Our inspection, or lack of inspection, does not constitute a recognition, admission or waiver of rights by Us that any Property insured or operation of Your Business is safe.

11. Take steps to reduce risk

You must take steps to ensure that You prevent or minimise liability by:

- maintaining buildings, structures, fixtures, fittings, furnishings, appliances, machinery, implements and plant in sound condition to minimise or avoid liability;
- ensuring that only competent employees are employed;
- avoiding or minimising loss of or damage to property insured or other people's property or injury to other people;
- complying with those laws, statutory obligations, by-laws, regulations and public authority requirements that concern the safety of persons or property, for example workplace health and safety laws;
- obtaining certificates of inspection for Your equipment required by any statute or regulations to be certified; and
- complying with all Our recommendations to prevent or minimise theft, loss or damage.

If You do not comply with this condition We may refuse to pay a claim or reduce the amount We pay (to the extent to which We are prejudiced in respect of the claim as a result of Your non-compliance).

12. 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.

13. Transfer of interest

No interest in the Policy can be transferred without Our written consent.

14. Notification of other insurance

In the event of a claim You must provide Us with the details of any other insurance that provides cover for the claim to enable Us to exercise Our right to seek contribution from the insurer of that other insurance.

15. Changes in or waivers of the policy

No changes of the Policy will be valid unless agreed in writing by Us.

No waiver of any requirements of the Policy shall be valid unless it is given to You in writing.

16. 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.

KNOW NOW



- For enquiries **13 10 10**
- For claims **13 14 46** – 24 hours a day – every day
- Report any suspected insurance fraud to our hotline on **1300 881 725**
- Visit one of our agencies
- Find us on the web at gio.com.au

Who we are

This insurance issued by AAL Limited

ABN 48 005 297 807

AFSL No. 230859 trading as GIO

