



Liability Insurance Policy

EFFECTIVE DATE: 01 / 10 / 2025

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**EMERGENCY
INFORMATION**

HAZMAT



ENTRY

INTRODUCTION

Important Things You Should Know

Please ensure You read this document thoroughly before You enter into this contract of insurance.

You must also ensure that all details as shown in Your Policy Schedule are correct.

Let us know immediately if You need any changes.

If You do not understand any part of the policy, please ask Us to explain it to You or contact Your insurance broker or Our authorised representative for an explanation.

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about the available type of cover and benefits and exclusions in the Policy;
- the rest of this "Introduction" Section - this sets out who We are, some features of the Policy, Your duty of disclosure, Our privacy policy, Our complaints procedure, Our Dispute resolution procedures and other important information;
- the "Definitions" - this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "Cover" sets out the terms of our agreement with you and what you are insured for.
- the "General Conditions" and "General Claims Responsibilities" sections - these set out certain general rights and obligations that You and We have and other cover restrictions;
- the "Exclusions" set out the general exclusions and limitations that apply to the cover and benefits;
- all of the documents that make up the Policy, including the Policy Schedule and any Endorsements or other written changes to the cover We issue You with - these contain specific details relevant to You and can affect the cover. Your Policy Schedule may also specify Policy Excesses and other limitations on Your cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

1. The Insurer

Insurance products are provided by NTI, a joint venture of the following insurers in the proportions shown:

- CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) - 50%
- AAI Limited trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) - 50%

This means that each insurer is only responsible for its half share.

'NTI', 'We', 'Us', or 'Our' means National Transport Insurance through its manager NTI Limited (ABN 84 000 746 109) (AFSL 237246).

2. National Transport Insurance

NTI is Australia's transport insurance specialist - with over 45 years of experience in the insurance industry, NTI is the company You can count on to protect Your transport and plant and machinery assets. Two of Australia's leading general insurers - CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) and AAI Limited Trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859), back NTI - so You can rest assured that You are in safe hands

INTRODUCTION

3. Features

The table below is a summary of some of the key coverage benefits available in the Policy.

Exclusions, limits and conditions apply so please refer to the Policy wording in the following pages for details.

Public and Product Liability	
Cover	Cover for Your liability to Third Parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.
Property in Your Care, Custody and Control	Property belonging to a third party (that is not in the ordinary course of transit), up to \$100,000 (or as noted in Your Policy Schedule) for any one Occurrence and in the aggregate during any one Period Of Insurance.
Legal Costs	Legal costs and expenses incurred with Our prior written consent, in addition to the Limit of Liability.
Territorial Limits	Anywhere in Australia including its external territories and elsewhere in the world but only in respect of commercial business visits by You. Liabilities arising from Exports of products to North America are excluded.
Vibration	Vibration limit \$250,000 in any one Period of Insurance (unless another amount is noted in Your Policy Schedule).

4. Your Duty of Disclosure

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

You have this duty until we agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

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

You must tell us if any of the following circumstances change:

- Your business name, address, occupation or activities
- Your turnover
- Number and type of employees, subcontractors and labour hire workers engaged
- Your business has more than one instance of commercial bankruptcy, administration, liquidation, receivership or insolvency
- Your criminal history
- Your details on Your Policy Schedule are no longer accurate or correct
- A claim or incident that could give rise to a claim under this type of insurance, that has not been previously notified to Us.

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What We will do when You contact Us

When You tell Us about any change in circumstances, an additional Excess, Premium or special condition may be applied to Your Policy. In some cases, to the extent permitted by law and subject to the extent of prejudice of Our interests, it may lead Us to reduce or refuse to pay a claim or it may mean We can no longer insure You and We may cancel Your Policy.

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. Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

5. Cancelling Your Policy

You may cancel Your Policy by giving Us notice. We will refund premium for each day of the unexpired Period of Insurance.

We may cancel Your Policy when the Insurance Contracts Act 1984 (Cth) allows Us to. If We cancel Your Policy, We will refund the proportion of Your Premium for the unexpired Period of Insurance.

The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable.

Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule.

We may cancel only when the law allows Us to do so, and We will allow three business days' notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth).

6. Costs

How the Premium is calculated

Your premium may be calculated using all or some of the following:

- The size of Your Business, its turnover and number of employees;
- The types of activities Your Business conducts;
- The location of Your Business;
- Your Policy's Limit of Liability and any increased sub-limits;
- Your claim/incident history and experience;
- Extensions of cover chosen;
- The number and types of Motor Vehicles and/or Mobile Plant or equipment Your Business uses;
- Your Business' use of subcontractors and labour hire personnel.

7. Privacy

In complying with the Australian Privacy Principles We will collect and use Your personal information:

- a. only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;
- b. only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, please contact Us. You may choose not to provide this information, however, We may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate, You must contact Us to update it.

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You can request access to Your personal information by phone or writing to Us via www.nti.com.au

Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision. We will provide Our reasons in writing upon request.

If You need to make a complaint about Your personal information or make a complaint about a privacy breach or if You require further information about how We handle personal information You can contact Us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003.

A copy of Our Privacy Policy Statement and Privacy Complaint process can be obtained by visiting **www.nti.com.au**

8. Resolving Your Complaints

What You do and who You contact if You have a complaint or dispute involving Us:

If You have a complaint or dispute about Your insurance policy, decisions on Your claims or any of the services You have received from Us, or a representative, You may access Our complaints process.

The first step is to contact Your closest NTI office or You can contact Us by calling 1300 308 080. Your call will be directed to an appropriate person who can assist You. NTI's details can also be obtained by visiting www.nti.com.au and a brochure on Our Dispute Resolution System is available from all NTI offices.

Complaints

Once You contact Us, Our staff will help You in every way they can.

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate Our response taking into consideration Your preferences of communicating with Us.

If You are not satisfied with the outcome, Your complaint will be referred to the staff member's supervisor who will deal with Your complaint promptly.

Internal Dispute Resolution

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. We will provide You with details of Our dispute service and will refer You to a Supervisor or Manager to manage Your complaint. Your complaint will then be treated as a dispute.

We have 30 calendar days to respond from the date that Your complaint is received. Our response will include:

- a. reasons for Our decision;
- b. information about how to access Our External Disputes Resolution (EDR) Scheme; and
- c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 30 days, We will inform You of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 30 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

AFCA is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. AFCA will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

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Your dispute must be lodged with AFCA within two years of the date of Our final decision.

Where AFCA Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

The contact details for AFCA are:

Australian Financial Complaints Authority

National Toll Free number 1800 931 678

GPO Box 3 Melbourne VIC 3001

Email: info@afca.org.au

Web: www.afca.org.au

A brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.

9. General Insurance Code of Practice

NTI is a signatory to the General Insurance Code of Practice. The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

The Code aims to:

- a. commit Us to high standards;
- b. promote better, more informed relations between Us and You;
- c. maintain and promote trust and confidence in the general insurance industry;
- d. provide fair and effective mechanisms for resolving complaints You make about Us; and
- e. promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

More information can be obtained from Us directly or Our website **www.nti.com.au**.

THE COVER

Subject to the following terms and conditions, as well as General Exclusions and General Conditions this Policy, provides Cover for Your liability to third parties for Personal Injury, Property Damage or Advertising Liability as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.

Your Cover under this Policy

General Definitions That Apply To This Policy

Word	Meaning
Aircraft	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
Advertising Liability	means a. defamation; b. infringement of copyright or of title or slogan c. piracy or unfair competition or idea misappropriation under an implied contract; d. invasion of privacy, committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast, telecast, social media or online platform and arising out of Your advertising activities or any advertising activities conducted on Your behalf, in the course of advertising Your Products, goods or services.
Business	means that business described in Your Policy Schedule and will also include: a. the provision of Your own canteen, sports, social and child care facilities or welfare organisations, and Your own fire, first aid, medical and ambulance services; b. private work undertaken by any of Your Employees for any of Your directors, partners or senior executives; and c. the ownership or occupation of, the carrying out of repairs maintenance alterations or additions to, the premises occupied by You in connection with Your Business specified in Your Policy Schedule.
Computer System	means any computer, hardware, Information Technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

Word	Meaning
Communicable Disease	means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: - the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and - the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and - the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property
Cover	means the benefit and protection provided by this Policy specified in Your Policy Schedule.
Cyber Act	means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
Cyber Loss	means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to You, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with any Cyber Act perpetrated by any person or group(s) of persons not Covered by this Policy.
Cyber Incident	means: - unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof; - Malware or Similar Mechanism; - programming or operator error whether by You or any other person or persons; - any unintentional or unplanned - whole or partial - outage of Your Computer System not directly caused by physical loss or damage, affecting access to, use of or operation of any Computer System or access to, use of, disclosure of, or processing of any Electronic Data by any person or group(s) of persons.
Dry Hire	means when You hire out Your Insured Property without providing Your employee or any person under Your direct control who is engaged or involved in the operation of Your Insured Property.
Electronic Data	means facts, concepts and information converted to a form useable for display, communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Employee	means any person engaged in the Business under a contract of service or apprenticeship with You (other than with a person insured by the Principal's Liabilities clause or so deemed by any law).

THE COVER

Word	Meaning
Excess	means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of any applicable product.
GST	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Headings	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
Information Technology	means and includes data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing information technology.
Input Tax Credit	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Insurance Proposal	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
Insured Property	means Mobile Plant, Motor Vehicles and stationary items of plant and equipment.
Internet Activity	means activity involving the transfer of electronic data over the internet and includes but is not limited to: a. sending and receiving email; b. .accessing or using world wide web sites.
Interested Party	means any person, company or legal entity shown on Your Policy Schedule as the interested party.
Limit of Indemnity	means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.
Malware or Similar Mechanism	means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to "Virus", "Trojan Horses", "Worms", "Logic Bombs" or "Denial of Service Attack".
Mobile Plant	means: a. a backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/ equipment, agricultural implement; or b. a non-motorised machine or implement, and is not a Motor Vehicle.

THE COVER

Word	Meaning
Motor Vehicle(s)	means: a. any type of machine designed for use on land only, but not a tramway vehicle, locomotive and rolling stock (but this does not exclude a road going Motor Vehicle with 'wind down' rail wheels that may traverse railway lines); or b. a trailer, and is not Mobile Plant.
National Transport Insurance	means National Transport Insurance, a joint venture of the insurers CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) and AAI Limited Trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) each holding a 50% share.
Occurrence	means any event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury, Property Damage or Advertising Liability neither expected nor intended by You. All events of a series consequent on or attributable to one source or original cause will be deemed one Occurrence.
Period of Insurance	means the period between and includes the dates in Your Policy Schedule shown as 'Insured From/To' during which We provide insurance under Your Policy. Your Policy expires on the date specified in Your Policy Schedule as the 'to' date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.
Personal Injury	means: a. bodily injury, death, sickness, disability, disease, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them; and b. i. false arrest, false imprisonment, malicious prosecution, wrongful eviction, wrongful detention and humiliation; ii. libel, slander, defamation of character; iii. invasion of right of privacy; or iv. assault and battery committed by You for the purpose of preventing or eliminating danger to persons or property to the extent permitted by law.
Policy	means this document, Your Policy Schedule, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
Policy Schedule	means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
Principal	means 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 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.

THE COVER

Word	Meaning
Products	means any goods, product or property (including any components, packaging or container) described in Your Policy Schedule (after they have ceased to be in Your possession or under Your control) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed in or from Australia or its external territories by You, or are deemed by Australian law to have manufactured, in the course of the Business, and includes directions, markings, instructions, warnings or given or omitted advice in connection with such Products, but does not include the design, formula or specification of such Products.
Property Damage	means: - physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or - loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence.
Territorial Limits	means: - anywhere in Australia including its external territories - elsewhere in the world but only in respect of: - commercial visits by directors and non-manual work carried out by You provided that at the time of carrying out that work such directors or You were normally a resident in Australia or its external territories; and - Products supplied from or originating in Australia or its external territories (subject to Exclusion 40. North American Exports in the Exclusions that apply to this Policy).
Terrorism	means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
Use as a Tool of Trade	means use for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, vacuuming, suction, or like circumstance. It does not include: - use for loading and unloading goods onto or off a goods carrying vehicle (or use of a crane arm mounted on the vehicle to do so); - transit on a designated road to, from, or between a work site; or - use for road transport or road haulage.
Watercraft	means any vessel, craft or thing made or intended to float on or travel on, over or through water.
We/Our/Ours/Us/NTI	means National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.

THE COVER

Word	Meaning
You/Your/Yours	for the purposes of this policy means: a. the insured named in Your Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories; b. any personal representatives in the event of the death of an insured but only in respect of liability incurred by the insured; c. any office-bearer committee or member of the insured's own canteen sports social and child care facilities or welfare organisations and any member (not being a qualified medical practitioner) of the insured's own fire, first aid medical or ambulance service; d. any director, partner, executive officer or shareholder of the insured or any Employee but only for liability in respect of which the insured would have been entitled to indemnity if the claim had been made against the insured; or e. any director, partner or senior executive of the insured in respect of private work undertaken by any Employee for such director or senior executive.

YOUR COVER UNDER THIS POLICY

YOUR COVER UNDER THIS POLICY

1. Compensation

Subject to the Limit of Indemnity specified in Your Policy Schedule, We will indemnify You for all amounts which You become legally liable to pay as compensation for:

- a. Personal Injury;
- b. Property Damage; and
- c. Advertising Liability,

as a result of an Occurrence happening in the Period of Insurance within the Territorial Limits and in connection with the Business or caused by Your Products less the Excess amount specified in Your Policy Schedule for Policy Product 2

2. Legal Costs

In addition We will pay:

- a. all charges, expenses and legal costs incurred by Us and/or You provided that such charges, expenses and legal costs were incurred with Our written consent in the settlement or defence of any claim for compensation for which You may be liable under this Policy;
- b. Your legal costs of representation at any coroner's inquest or inquiry incurred with Our prior written consent;
- c. all charges, expenses and legal costs recoverable from You resulting from any Occurrence giving rise to legal liability under this Policy; and
- d. all expenses incurred by You for first aid to others at the time of Personal Injury (other than payment of medical expenses which are prohibited by law).

All of these costs, expenses or charges must be incurred in connection with claims for compensation which if sustained would be indemnified under this Policy.

ADDITIONAL BENEFITS THAT APPLY TO THIS POLICY

ADDITIONAL BENEFITS

The following additional benefits are subject to the terms, conditions and exclusions of this Policy and must relate to an Occurrence happening during the Period of Insurance. Any Additional Benefits provided below do NOT apply in addition to the Limit of Indemnity specified in Your Policy Schedule.

1. Principal's Liability

- a. We will extend Cover provided under clause 1 (Compensation) to Your Principal, provided that:
 - i. any legal liability for Personal Injury or Property Damage incurred by Your Principal arises directly from Your negligence in the performance of the contract between You and Your Principal;
 - ii. Cover under this Additional Benefit is required by the contract between You and Your Principal;
 - iii. any claim You make in relation to an Occurrence which gives rise to the Principal's legal liability arises solely out of Your Business and would not be excluded or otherwise outside the Cover provided by this Policy; and
 - iv. the Principal will comply with and be subject to the terms, conditions and limitations of Your Policy as though the Principal were You;
- b. The Principal does not need to be noted on Your Policy Schedule for this Additional Benefit to apply.
- c. This Additional Benefit will not extend to any legal liability incurred by a Principal which arises:
 - i. out of or in connection with the Principal's own negligence, acts, errors or omissions;
 - ii. independently of Your performance of the contract between You and the Principal; or
 - iii. from an Occurrence in respect of which You or the Principal is entitled to be indemnified pursuant to an insurance policy, scheme or statutory insurance which provides workers' compensation insurance or any other insurance policy, scheme or statutory insurance which provides Cover against liability for injuries to workers or Employees.

2. Interested Parties

- a. We will extend Cover provided under clause 1 (Compensation) to an Interested Party, provided that:
 - i. any legal liability for Personal Injury or Property Damage incurred by the Interested Party 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;
 - ii. Cover under this Additional Benefit is required by the contract between You and the Interested Party; and
 - iii. any claim You make in relation to an Occurrence which gives rise to the Interested Party's legal liability arises solely out of Your Business and would not be excluded or otherwise outside the Cover provided by this Policy; and
 - iv. the Interested Party will comply with and be subject to the terms, conditions and limitations of Your Policy as though the Interested Party was You.
- b. This Additional Benefit will not extend to any legal liability incurred by an Interested Party which arises:
 - i. out of or in connection with the Interested Party's own negligence, acts, errors or omissions;
 - ii. independently of Your performance of the contract between You and the Interested Party; or
 - iii. from an Occurrence in respect of which You or the Interested Party is entitled to be indemnified pursuant to an insurance policy, scheme or statutory insurance which provides workers compensation insurance or any other insurance policy, scheme or statutory insurance which provides Cover against liability for injuries to workers or

ADDITIONAL BENEFITS THAT APPLY TO THIS POLICY

Employees.

- c. This Additional Benefit will not extend to an Interested Party that is also a Principal.

3. Property in Your Care, Custody & Control

Subject to Exclusion 4. (Goods in Transit) of Exclusions that apply to this Policy, We will indemnify You for Your legal liability to pay for Property Damage to Property belonging to any third party entity held, administered, used or otherwise in Your possession or control (including property being lifted or attached by a securing device) up to \$100,000 (unless another amount is noted in Your Policy Schedule) for any one Occurrence and in the aggregate for all Occurrences during the Period of Insurance, less the Excess specified in Your Policy Schedule for Care, Custody & Control.

4. Other Property in Your physical or legal control

Subject to Exclusion 4. (Goods in Transit) of the Exclusions that apply to this Policy, and Additional benefit 3. (Property in Your Care, Custody & Control), We will indemnify You for Your legal liability to pay for Property Damage to:

- a. personal possessions of directors, partners, Employees or visitors;
- b. premises (including fixtures and fittings) leased or rented to You for the purpose of carrying out Your Business and the liability does not arise from Your failure to insure the premises as required under such a lease or rental agreement;
- c. premises (and their contents) not owned or rented by You but which are temporarily occupied by You for the purpose of carrying out work in connection with the Business; or
- d. Motor Vehicles, not owned by You nor used in conjunction with the Business, whilst within a free car park provided by You for the use of customers visitors or Employees.

5. Movement of other machines - Property Damage

Notwithstanding Exclusion 5. (Motor Vehicles / Mobile Plant) of Exclusions that apply to this Policy, We will indemnify You under this Policy for sums You become legally liable to pay as compensation for Property Damage occurring during the Period of Insurance caused by You having moved or attempted to move any Motor Vehicle or Mobile Plant not belonging to You, that was parked in a position which prevented or impeded the loading, unloading or lawful passage of Your Motor Vehicle or Mobile Plant.

However You must at all times be:

- a. be suitably licensed and competent in the operation of such Motor Vehicle or Mobile Plant;
- b. exercise reasonable care; and
- c. not deliberately damage any such Motor Vehicle or Mobile Plant.

6. Delivery of goods away from vehicle & use of Mobile Plant as a Tool of Trade

Subject to Exclusion 5. (Motor Vehicles / Mobile Plant) of Exclusions that apply to this Policy, We will indemnify You for Your legal liability to pay for Personal Injury or Property Damage which arises from:

- a. the loading or unloading of, or the delivery or collection of goods to or from, any Motor Vehicle not in Your physical or legal control but which is used in work undertaken by You or on Your behalf;
- b. delivering goods away from, or collecting goods to convey to, any Motor Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and such liability does not arise out of the operation of loading or unloading the goods directly onto or off the Motor Vehicle; or,
- c. Use as a Tool of Trade either on any site where You are undertaking work or at Your premises,

but not for such liability that arises in circumstances for which indemnity would be provided under any form of insurance which is required to be effected by You or on Your behalf by or under any legislation, including legislation of any state or territory of Australia, whether or not such insurance is effected.

7. Vibration & Removal of Support

We will indemnify You under this Policy for sums You become legally liable to pay as compensation for Property Damage

ADDITIONAL BENEFITS THAT APPLY TO THIS POLICY

occurring during the Period of Insurance in connection with vibration, or removal or weakening of, or interference with, support to land, buildings or any other property. The maximum We will pay is \$250,000 (unless another amount is noted on Your Policy Schedule for Vibration) for all claims occurring during the Period of Insurance. The Excess which applies to this benefit will be noted on Your Policy Schedule.

8. Cross Liability

Where more than one person or party comprises You as defined in this Policy, each person or party will be treated as if a separate Policy had been issued to each of them (other than the requirement to pay the Premium in which case each person or party is jointly and severally liable). Any such person or party making a claim will be treated as though they are insured separately under this Policy. The Limit of Indemnity is not affected or increased as a consequence of this clause.

9. Wrongful Delivery of Concrete

Notwithstanding exclusion 3. "Property in Your care, custody and control", exclusion 5. "Motor Vehicles / Mobile Plant" and exclusion 20. "Product Defects, Guarantees & Recalls", the Policy is extended to Cover Your legal liability for Property Damage arising out of the wrongful delivery of concrete or cement aggregate to a site and/or portion of a site, for which the delivery was not to be made.

No indemnity will apply where liability arises out of or is caused by delay in delivery or by wrongful delivery where the act of such delivery was wilful and/or malicious. Our limit of liability in regard to this extension is limited to the Limit of Indemnity shown in Your Policy Schedule.

LIABILITY LIMIT - HOW MUCH WE WILL PAY

Public Liability Limit

The most We will pay in respect of any one Occurrence in connection with Your Business is the "Public Liability" Limit of Indemnity specified in Your Policy Schedule for Policy Product 2. Provided that, in relation to any claim in respect of Personal Injury or Property Damage occurring in North America, Our liability to pay any of the costs, expenses or charges set out in this Policy will be included within the "Public Liability" Limits of Indemnity specified in Your Policy Schedule under this Policy, and not in addition to that Limit.

Product & Advertising Liability Limit

The maximum We will pay for all Occurrences caused by Your Products or in relation to Advertising Liability occurring in the Period of Insurance is the Limit of Indemnity specified in Your Policy Schedule. This means that We will not indemnify You for more than this amount, either for one claim or for a series of claims that together add up to more than the Limit of Indemnity specified in Your Policy Schedule.

Claims that Exceed the Limit

We may at any time pay to You the appropriate Limit of Indemnity (after deducting any sum or sums already paid) or any lesser amount for which a claim or claims can be settled and thereupon We will relinquish the conduct and control of and will be under no further liability in connection with such claim or claims except for those costs and expenses incurred prior to the date of such payment.

If an amount exceeding Our Limit of Indemnity under this Policy is required to dispose of a claim, Our liability to pay costs and expenses is limited to the proportion that Our Limit of Indemnity bears to the amount paid or payable.

GENERAL CONDITIONS THAT APPLY TO THIS POLICY

1. Due Observance

If You fail to comply with any provision of Your Policy, We may reduce or refuse to pay a claim, but in any event Our rights will be subject to the Insurance Contracts Act 1984 (Cth). Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to comply with such provisions.

2. Cancellation

- a. You may cancel Your Policy at any time by giving Us notification;
- b. Where You represent more than one person or entity, We will only carry out this cancellation where a notification to cancel is received from all parties named in Your Policy Schedule;
- c. We may cancel only when the law allows Us to do so, and We will allow three business days' notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth);
- d. We will refund premium for each day of the unexpired Period of Insurance;
- e. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable.

3. Goods and Services Tax

- a. The amount of premium paid by You for Your Policy includes an amount for GST on the premium. As You are a commercial entity, 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 Your Policy;
- b. No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit;
- c. Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and If the Sum Insured is not sufficient to Cover Your loss, We will only pay any GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss.

4. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

5. Change of Risk

Our decision to insure You, the Premium that We charge You and the terms and conditions that apply to Your Cover, is based on information provided by You about Your business. Your insurance, including the amount of premium and whether We are prepared to insure You may be affected if the information You provided or any of the facts or circumstances that existed at the start of the Policy change during the Period of Insurance, or at renewal.

During the Period of Insurance, You must provide written notice to Us as soon as reasonably possible of any change in circumstances that increases the risk of an Accident or Occurrence from those which existed at the time Your Policy of Insurance was accepted. Unless We have previously agreed to the change in writing, Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us of that change. This clause should be read in conjunction with 4. Duty of Disclosure at the start of this document.

6. Law and Jurisdiction

- a. You must not make any disclosures or misrepresentations that are fraudulent when proposing Your insurance to Us.
- b. if You do:
 - i. We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or non- disclosure; or

GENERAL CONDITIONS THAT APPLY TO THIS POLICY

- ii. if We are not entitled to avoid the contract from the beginning, We may be entitled to reduce Our liability under the contract in respect of a claim.

7. Other Insurances

You must give Us written notice of any policies of insurance already effected, or which may be subsequently effected covering, whether in whole or in part, the subject matter of the various parts of the Policy.

8. Reasonable Care

At Your own expense You and any person acting for You or on Your behalf must exercise reasonable care and take precautions and use reasonable diligence to:

- a. prevent:
 - i. loss or damage to and ensure the safety and security of any item or thing which is the subject of the Cover provided under Your Policy; and
 - ii. Personal Injury or Damage to Property;
- b. employ only competent employees;
- c. comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- d. employ safe work practices; and
- e. maintain Your Mobile Plant, Motor Vehicle, Extras, Working Accessories, equipment, machinery, implements in proper repair and sound condition.

9. Subrogation

- a. Upon the payment of any claim under this Policy and subject to any restrictions imposed by the Insurance Contracts Act 1984, We will be subrogated to all Your rights and remedies arising out of such claim against any person or corporation whatsoever.
- b. if there is any recovery by way of subrogation that includes both Our loss and Your loss, We and You will be entitled to Our individual pro rata proportions of the recovered amount (that includes any interest component).
- c. for the purposes of this clause 14, loss includes any legal and administrative costs incurred by either party in the recovery.

10. Right of Recovery

Where another person other than a person exempted by law, is liable to compensate You for any loss or damage covered by the Policy, but You have agreed with, or given an undertaking to, that person without Our written authority, either before or after the loss or damage occurred that You would not seek to recover any moneys from that person, We will not cover You under Your Policy for any such loss or damage.

11. Other Interested Parties

- a. Your Policy does not provide insurance in respect of the interest of any person or entity not named in Your Policy Schedule. We will recognise a government agency or Your personal representative in the event of Your death or (temporary or permanent) incapacity.
- b. All persons entitled to any benefit under Your Policy will be bound by the terms of Your Policy.
- a. You must not make any disclosures or misrepresentations that are fraudulent when proposing Your insurance to Us.
- b. if You do:
 - i. We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or non-disclosure; or

GENERAL CONDITIONS THAT APPLY TO THIS POLICY

- ii. if We are not entitled to avoid the contract from the beginning, We may be entitled to reduce Our liability under the contract in respect of a claim.

You must not make any disclosures or misrepresentations that are fraudulent when proposing Your insurance to Us. In certain circumstances, We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or disclosure. If We are not entitled to avoid the contract from the beginning, We may be entitled to reduce Our liability under the contract in respect of a claim.

12. Adjustment

If the premiums are calculated on statements and estimates provided by You, within a reasonable period of the expiry of each Period of Insurance You will provide to Us the information that We may require for that expired period and the premium for that period will thereupon be adjusted by Us and the difference be paid by or allowed to You as the case may be subject to any minimum premium applicable.

13. Prohibited By Law

Where this Policy provides any indemnity to You which is prohibited by law, this Policy will be varied or limited to the extent allowable by law.

GENERAL CLAIMS RESPONSIBILITIES THAT APPLY TO THIS POLICY

When You suffer loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf at Your own expense must:

- a. take all reasonable measures to avoid or minimise any further loss, damage, liability or expense;
- b. not make any admission, offer, promise, payment or indemnity without Our written consent;
- c. tell Us all the details of the loss as soon as possible either by submission of a claim form or by providing the information required by NTI ACCIDENT ASSIST. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing;
- d. pay the Excess to Us within 30 days of Our request;
- e. give Us all reasonable information and assistance We require in the prosecution, defence or settlement of any claim or any action or any claim made by You for benefits under Your Policy;
- f. notify Us of any other insurance that also provides insurance for any claim under Your Policy;
- g. in the event of loss caused by burglary, theft and/ or malicious damage, notify the police as soon as possible and provide to them all reasonable assistance to apprehend the offending party; and
- h. not make any false declaration or statement in support of any claim under Your Policy;

When You claim under this Policy:

- i. We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, to take recovery action in Your name against those responsible; and
- ii. Subject to the extent of Coverage provided, We may take over and conduct in Your name the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.

GENERAL EXCLUSIONS THAT APPLY TO THIS POLICY

1. Types of Works

Any liability caused by or arising from:

- a. excavation exceeding ten (10) metres in depth;
- b. works on rail platforms, or within rail corridors including but not limited to rail tracks, rail beds, rail trestle, rail signals or overhead lines;
- c. wholly underground operations;
- d. any works in oil, gas, chemical or petro-chemicals plants;
- e. the structural maintenance of dams, reservoirs or weirs; or
- f. any aviation activity and/or any activity either within or on airport taxi-ways, aircraft mooring, apron, hangar, landing grounds, tarmac or the like, or any temporary landing ground;
- g. ship building or structural ship repairing activities.
- h. blasting, or the use of explosives or explosive devices of any type;
 - i. demolition; or
 - j. operation of cellular networks.

2. Types of Products

Any liability caused by or arising from Your manufacture, sale or import of:

- a. Motor Vehicles or Mobile Plant (or their components or parts);
- b. Animal feed;
- c. Tobacco products;
- d. Pharmaceuticals;
- e. Chemicals;
- f. Telephones or cellular networks; or
- g. Blood products.

Note: However exclusion 2.a. will not apply where You are importing or manufacturing such Motor Vehicles or Mobile Plant (or their components or parts) solely for Your own use.

3. Property in Your custody, care and control

Property Damage to property of any third party entity held, administered, used or otherwise in Your possession or control (including property attached by a securing device to, or being lifted by, any such property). However, this exclusion will not apply to any Cover provided under Additional Benefit 3. Property in Your Care, Custody and Control and 4. Other Property in Your physical or legal control.

4. Goods in transit

Property Damage to property held on behalf of any third party entity for or during transit (including loading/unloading and temporary storage in the ordinary course of transit) in the course of Your Business.

5. Motor Vehicles / Mobile Plant

Any liability caused by or arising directly or indirectly out of or in any way connected with the ownership, possession, operation, driving or use by You of any Mobile Plant or Motor Vehicle:

- a. which is registered;
- b. which is required under any legislation to be registered; or
- c. in respect of which insurance is required to be effected by You or on Your behalf by or under any legislation, including

GENERAL EXCLUSIONS THAT APPLY TO THIS POLICY

legislation of any state or territory of Australia, whether or not such insurance is effected;

This Exclusion will not apply to any Cover provided under Additional Benefit 6. (Delivery of goods away from a vehicle and use of Mobile Plant as Tool of Trade).

6. Contractual Liability

Liability assumed by You under any contract, warranty, undertaking or agreement unless You would have been liable regardless of the contract, warranty, undertaking or agreement.

This Exclusion will not apply to liability assumed by You under:

- a. a warranty of fitness or quality, or is implied by law, in respect of Products;
- b. a lease or agreement for tenancy of premises (or property) occupied by You in connection with Your Business unless any terms or conditions contained in such a lease or tenancy agreement require You to
 - i. insure such premises (or property); or
 - ii. indemnify the lessor for Personal Injury or Property Damage regardless of fault;
- c. any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities; or
- d. any Cover provided under Additional Benefits 1. (Principal's Liability) and 2. (Interested Parties).

7. Sporting Participation

Personal Injury arising out of or in any way connected with, or arising from, or related to, the participation of any person in any game, match, race, practice, trial, or other sporting or physical activity (including but not limited to swimming, gymnastics, health and fitness activities).

8. Amusements

Personal Injury arising out of or in any way connected with animal rides, amusement rides or amusement devices of any description (including but not limited to inflatable equipment).

9. Pollution

- a. Any liability caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) unless such discharge, dispersal, release or escape:
 - i. is neither reasonably expected nor intended by You; and
 - ii. is the consequence of a sudden and instantaneous cause, which cause takes place at one clearly identifiable point in time during the Period of Insurance; or
- b. any costs or expenses incurred in preventing, removing, nullifying or cleaning-up any discharge, dispersal, release or escape as described in Exclusion a. above, unless such costs or expenses are consequent upon an unexpected, unintended sudden and instantaneous cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Property Damage neither of which is otherwise excluded by Your Policy,

Note: Our total aggregate liability during any one Period of Insurance in respect of:

- i. all claims arising from such Personal Injury, Property Damage or Advertising Liability;
- ii. all claims for such costs or expenses; and
- iii. all other claims indemnifiable under this Policy as a result of that same Occurrence,

will not exceed the Limit of Indemnity specified in Your Policy Schedule regardless of which part of this Policy they are indemnifiable.

GENERAL EXCLUSIONS THAT APPLY TO THIS POLICY

10. Asbestos / Silica / Glyphosate / PFAS

Any liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving,

- a. asbestos; or
- b. silica; or
- c. glyphosate; or
- d. per and polyfluoroalkyl substances (PFAS);

or any materials containing them in whatever form or quantity.

11. Aircraft / Watercraft / rolling stock

Any liability;

- a. caused by or in connection with the operation, ownership, possession or use of any Aircraft, Watercraft, train, locomotive or rolling stock by You or on Your behalf;
- b. caused by or arising out of Products intended specifically for, and installed in or on, any Aircraft or other aerial device, Watercraft, train, locomotive or rolling stock, or caused by or arising out of Products which You know would be so installed.

12. Loss of Use

Any liability in respect of the loss of use of tangible property, not physically damaged or destroyed, resulting from:

- a. a delay in or lack of performance (by You or on Your behalf) of any contract or agreement; or
- b. the failure of Products or work performed by You, for You, or on Your behalf to meet performance, quality, fitness or durability levels warranted or represented by You, but this Exclusion 4.b. does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Products or work performed by You, for You, or on Your behalf after such Products or work have been put to their intended use by any person or organisation other than You.

13. Injury to Family / cohabitant

Any liability in respect of any member of Your family ordinarily residing with You or with whom You ordinarily reside.

14. Welding

Any liability arising directly or indirectly out of or caused by, through, or in connection with arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding or cutting equipment is used, unless such use is carried out in strict compliance with the prevailing Australian Standards (Safety in Welding and Allied Processes) published by the Standards Association of Australia.

15. Property Damage to Underground Services

Any liability in respect of underground services being existing electric or optic or telecommunication wire or cables or their supports, sewers, water, gas, and/or any other pipes or other services or to any land or fixed property whatsoever and/or the contents thereof unless You have procured and acted upon current written plans prepared by an appropriate authority about the location of any such underground services.

Where a claim is indemnified under such circumstances, You will be liable to pay an Excess of \$5,000 for each and every claim (unless a higher Excess is noted in the Policy Schedule).

16. Vibration and removal of support

Liability for Property Damage in connection with:

- a. vibration; or
- b. removal or weakening of, or interference with, support to land, buildings or any other property,

Note: However this exclusion will not apply to Additional Benefit 7. (Vibration and removal of support).

GENERAL EXCLUSIONS THAT APPLY TO THIS POLICY

17. Advertising

Any Liability for advertising arising out of:

- a. breach of contract, other than misappropriation of advertising ideas under an implied contract;
- b. the incorrect description of the price of Your Product, goods or services;
- c. the failure of Your Products, goods or services to conform with advertised performance, quality, fitness or durability; or
- d. statements made by You, or at Your direction, that You know are illegal or false.

Further, We will not pay and there is no Cover for any Advertising Liability where Your business activity is publishing, advertising, broadcasting or telecasting.

18. Rectification of Faulty or Defective Work

Any liability in respect of the cost of performing, completing, correcting or improving any defective work done or undertaken by You or Your contractors or their sub-contractors.

However this exclusion does not apply in respect of liability resulting from faulty or defective workmanship.

19. Product Defects, Guarantees & Recalls

Any liability arising directly or indirectly from:

- a. Property Damage to Products if that damage is attributable to any defect in them or their harmful nature or they are not fit for the purpose for which they were intended. However, this will not apply to any resultant Property Damage caused to the remainder of the Product;
- b. any defect or deficiency in Products of which You or anyone acting on Your behalf knew or had reason to suspect at the time when Products passed from Your actual physical custody or from the actual physical custody of any person under Your control;
- c. Personal Injury or Property Damage caused by any defective or deficient design or error in any formula or in specification provided by You for a fee;
- d. any guarantee or warranty given by You or on Your behalf in respect of any Product. However this exclusion d. does not apply to a guarantee or warranty imposed by legislation; or
- e. the withdrawal, recall, inspection, repair, replacement or loss of use of Products, or of any property of which they form a part, or the making of any refund of the price paid for any Products, if Products are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

20. Concrete Rip & Tear

Any liability for Property Damage arising out of the intentional destruction or removal of poured concrete, concrete block, mortar or pre-stressed structural concrete of other structures being either in part or in whole Your Products which are found to be Defective.

For the purposes of this clause only, Defective means any of Your Products which upon testing by an accredited independent testing agency do not meet the contractual specifications or applicable safety regulations or building codes relating to compressive strength or other criteria required for the specific construction in which such materials are incorporated.

21. Construction works at Your premises

Any liability arising directly or indirectly out of or caused by or in connection with the erection, alteration of or additions to buildings owned or occupied by You, where the cost of the contract for such works exceeds \$500,000 in total cost.

22. Dangerous Goods

Any liability arising out of or in any way connected with the handling, storage or transport of any 'Dangerous Goods' except where all requirements and procedures of the "Australian Code for the Transport of Dangerous Goods by Road or Rail" and / or any relevant statute or law relating to the transportation or storage of Dangerous Goods have been complied with.

GENERAL EXCLUSIONS THAT APPLY TO THIS POLICY

Note:

- a. For the purpose of this exclusion the term 'Dangerous Goods' means any Goods codified under the "Australian Code for the transport of Dangerous Goods by Road or Rail" and any liquid fuel, liquid gas, toxic chemicals, acids, inflammable substances below 12.70 flashpoint, compressed gases, organic peroxides and explosives.
- b. For the removal of any doubt, Our Cover does not extend to include the following classes of Dangerous Goods;
 - i. Class 7 Radioactive substances, or
 - ii. Class 6.2 Infectious substances

23. Professional Duty

Any liability arising out of a breach of duty owed in a professional capacity by You, but this Exclusion does not apply to:

- a. the rendering of or failure to render advice or services by members of Your own first aid, medical or ambulance services referred to in the Specific Definitions that apply to this Policy; or
- b. claims where such breach is in relation to advice or services given gratuitously.

24. Molestation or Sexual Assault

Any liability arising out of or in any way connected directly or indirectly with the actual, alleged, threatened or perceived sexual assault, sexual harassment or molestation.

25. Employers Liability

- a. Any liability for Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is required pursuant to any workers' compensation, accident compensation or similar legislation in respect of Personal Injury to an Employee, or a person deemed to be Your Employee by such legislation, arising out of or sustained in the course of the employment of such person by You; or
- b. Any other liability imposed by the provisions of:
 - i. any workers' compensation, accident compensation or similar legislation; or
 - ii. any industrial award or agreement or determination or any contract of employment or workplace agreement.

26. Communicable, Infectious or Listed Human Disease

Loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- a. the infection of property, humans, animals or other living creatures by infectious matter or parasite, or the spreading or releasing thereof whether accidentally, knowingly, wilfully, maliciously or otherwise;
- b. a human disease listed pursuant to in the Biosecurity Act 2015 (Cth) (including consequential amendments and transitional provisions);
- c. an order or regulation made by a federal, state or territory government or authority preventing or restricting access to Your Business as a consequence of a determination that a disease is a listed human disease pursuant to the Biosecurity Act 2015 (Cth) (including consequential amendments and transitional provisions);
- d. any disease in any way related to any form of Coronavirus, SARS, Avian Flu, Swine Flu or similar disease; or
- e. any disease directly or indirectly caused by or in connection with negatively stranded RNA virus or viruses belonging to the Influenza A genus of the family: Orthomyxoviridae; or
- f. a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

GENERAL EXCLUSIONS THAT APPLY TO THIS POLICY

27. Organic Growths

Any liability caused by or arising out of, any moulds, fungi, spores or other similar growth including but not limited to aspergillums, penicillium, or any strain or type or stachybotris.

28. Dry Hire

Any liability arising directly or indirectly from any Mobile Plant or Motor Vehicle hired out under a Dry Hire arrangement and caused by the actions of the hirer or any person acting on their behalf, however We will pay for Your vicarious liability and We will Cover You for Your legal liability arising out of mechanical, electrical or servicing defects caused by You in such hired equipment not arising as a result of the actions of the hirer.

29. Waste Management/ Disposal Condition and Exclusion

Any liability arising directly or indirectly from:

- a. activities relating to inappropriate sale, use or disposal of waste which should be disposed of at a council or suitably authorised waste or landfill centre; or
- b. where a permit for the handling and disposal of waste is required to be obtained from a council or relevant statutory authority, and You fail to do so; or
- c. any activities or occupation relating to products and/or services involving recycling, waste, transfer station, tip or landfill activities, ownership or management and the like.

30. War

Loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

31. Nuclear Fuel, Waste and Contamination Therefrom

Loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, and radioactive isotopes of nuclear fuel.

32. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

Loss, damage, liability or expense that is directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- e. any chemical, biological, bio-chemical, or electromagnetic weapon.
- f. electromagnetic fields.

GENERAL EXCLUSIONS THAT APPLY TO THIS POLICY

33. Terrorism

For loss or damage or liability or expense that is directly or indirectly caused by, contributed to by or arises from:

- a. Terrorism; or
- b. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived Terrorism.

34. Fines and Penalties

Any amount of aggravated exemplary or punitive damages or fines or liquidated damages awarded against You or imposed on You or incurred under a penalty clause, or in respect of infringement of copyright or patent, or any other penalty of whatsoever nature imposed on You or awarded against You.

35. Fraudulent, Wilful and Deliberate Acts

For any loss, damage, liability or expense that arises out of:

- a. a fraudulent or illegal act;
- b. a wilful, deliberate or malicious act; or
- c. intentional misconduct,

by You, or anyone acting on Your behalf with Your consent, that contributes to or results in any loss, damage or liability.

36. Defamation

Claims arising out of the publication or utterance of a libel or slander or defamation of character:

- a. made prior to the commencement of the Period of Insurance or following its cessation;
- b. made by You or at Your direction with knowledge of the falsity thereof.

Further, We will not pay and there is no Cover for defamation where Your business activity is publishing, advertising, broadcasting or telecasting.

37. Internet Operations

Any liability directly or indirectly caused by, contributed to by, resulting from, arising from, or in connection with any Internet Activity by You or Your Employees.

38. Cyber Incident or Cyber Loss

Any liability directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with a Cyber Incident or Cyber Loss.

39. E-Commerce

Any liability directly or indirectly caused by, contributed to by, resulting from, or arising out of, or in connection with any:

- a. communication, display, distribution or publication of Information Technology;
- b. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Information Technology;
- c. error in creating, amending, entering, directing, deleting or using Information Technology equipment; or
- d. total or partial inability or failure to receive, send, access or use Information Technology for any time or at all.

40. North American Exports

Any liability:

- a. occurring in any country on the continent of North America, or in states or territories incorporated in or administered from or by such country; and
- b. caused by Products exported by You to any such country.

GENERAL EXCLUSIONS THAT APPLY TO THIS POLICY

41. Sanctions

Any claim or benefit under this Policy that would contravene or otherwise expose Us to liability for any trade or economic sanctions, embargoes, travel bans, financial or commodity restrictions imposed by the United Nations Security Council or any government of Australia, New Zealand, the European Union, Singapore, Switzerland, United Kingdom or United States of America.



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