



# Tradesmen Liability Policy Wording

Version: V17042019



## About AllTradesCover

All Trades Cover are the specialists in trade insurance and we bring a unique understanding of the risks associated with the trade industry. Our brokers have extensive experience in providing insurance for tradespeople and we have a strong focus on providing exceptional customer service. With our selection of insurance packages, we can find the best cover for your needs.

## About High Street Underwriting Agency

High Street Underwriting Agency Pty Limited A.C.N 096 939 169 AFS Licence 244370 (High Street) is a member of the Underwriting Agencies Council (UAC). High Street is an authorised Coverholder of Certain Underwriters at Lloyds and is licenced to wholesale insurance in **Australia**.

In effecting this Contract of Insurance, any cover is accepted by High Street acting under an authority given by the subscribing Underwriters and High Street is acting as Agent of the Insurers and not the Agent of **You**, the Insured.

## About Certain Underwriters at Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Over 80 syndicates underwrite insurance at Lloyd's, covering all classes of **Business**. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

In **Australia** Lloyd's has been insuring risks for over 150 years and is authorised under the *Insurance Act 1973 (Cth)* to conduct insurance **Business** in **Australia**. That Act establishes a system of financial supervision of general insurers in **Australia**.



Underwritten by

Certain Underwriters at Lloyd's 100%

*If **We** issue **You** with a **Policy**, **You** will be given a **Policy** Schedule. The **Policy** Schedule sets out the specific terms applicable to **Your** cover and should be read together with the **Policy** Wordings. The **Policy** Wordings and **Policy** Schedule form **Your** legal contract, so please keep them in a safe place for future reference. **You** should check the **Policy** Schedule or Renewal **Schedule** if **You** are issued one, when **You** receive it to ensure it accurately states what has been insured. The information collected from **You** (whether it be from online or in hard copy) including proposal forms, supplementary documentation and declarations made by the insured are the basis and form part of these contracts of insurance.*

*In effecting this Contract of Insurance, any cover is accepted by High Street acting under an authority given by the subscribing Underwriters and High Street is acting as Agent of the Insurers and not the Agent of **You**, the Insured.*

*This is to certify that in accordance with the authorisation granted under the Contract by Certain Underwriters at Lloyd's, whose definitive numbers and proportions underwritten by them forms part of the **Schedule of Insurance** contained herein, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.*

THIS CERTIFICATE IS ISSUED IN RESPECT OF 100% OF THE HEREIN  
STATED VALUES AND AMOUNTS

**You** are advised to read this **Policy** carefully, particularly the exclusions, conditions and limitations.

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# DISCLOSURES AND MISREPRESENTATIONS

## 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, 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.

## 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.

## GENERAL INSURING CLAUSE

In consideration of the payment of the premium to the Underwriters they will provide the insurance stated in each operative section of this Certificate during the Period of Insurance.

This Certificate, the Proposal, the Schedule, including any Schedule issued in addition or substitution and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The words Certificate and Policy are agreed to share the same meaning wherever they appear in this document

## DEFINITIONS

### 1. Additional Insured

Additional Insured shall mean

- A. the personal representatives of the Insured in respect of legal liability incurred by the Insured;
- B. any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the contract conditions;
- C. any Person Employed;
- D. any director or partner of the Insured;
- E. the owners of plant hired in by the Insured but only to the extent required by the hiring conditions;
- F. any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director, partner or Employee with the prior consent of the Insured against legal liability in respect of which the Insured would have been entitled to indemnity under this Certificate if the claim for which indemnity is sought had been made against the Insured;
- G. the officers, committees and members of the Insured's canteen, social, sports and welfare organisations and first aid, medical, fire and security services in their respective capacities as such each of whom shall as though the Insured be subject to the terms of this Certificate so far as they can apply

### 2. Business

Business shall mean that which is described in the Schedule and conducted solely from premises within the Commonwealth of Australia. The Business shall include

- A. ownership, maintenance and repair of property occupied by or leased to the Insured;
- B. the provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed;
- C. fire and security services maintained solely for the protection of premises owned or occupied by the Insured;
- D. private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured;
- E. participation in exhibitions held within the Territorial Limits;
- F. project supervisor where the Insured act in that capacity in the course of the Business described in the Schedule by virtue of the requirements of any Health and Safety legislation.

### 3. Contract Works

Contract Works shall mean all works executed or in the course of execution by or on behalf of the Insured in the performance of any contract entered into by the Insured and materials for incorporation therein and all plant, tools, equipment, temporary works or temporary building for use in connection therewith.

### 4. Damage

Damage shall mean physical damage.

### 5. Injury

Injury shall mean bodily injury, death, disease, illness, nervous shock, mental injury or mental anguish.

### 6. Nuisance

Nuisance shall mean trespass, interference with any

1. easement;
2. right of air;
3. right of light;
4. right of water;
5. right of way.

### 7. Event



Event shall mean any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

**8. Excess**

Excess shall mean the amount's, specified in the Schedule which the Insured shall pay in respect of all damages, compensation, claimant's costs, Legal Costs, expenses before the Underwriters shall be liable to make any payment.

**9. Legal Costs**

Legal Costs shall mean

- A. costs of legal representation at;
  - 1. any Coroners' Inquest or Fatal Accident inquiry;
  - 2. proceedings in any court arising out of any alleged breach of statutory duty;
- B. all other costs and expenses in relation to the defence, investigation or settlement of any claim.

**10. Offshore**

Any Person Employed shall be deemed by the Underwriters for the purposes of this Certificate to be Offshore from the time of embarkation onto a conveyance at the point of final departure to any offshore installation including but not limited to any offshore rig or platform until disembarkation onto land upon return from such installation.

**11. Person Employed**

Person Employed shall mean any

- A. person under a contract of service or apprenticeship with the Insured;
- B. labour master or labour-only sub-contractor or person supplied by any of them;
- C. self-employed person;
- D. person hired to or borrowed by the Insured;
- E. person undertaking study or work experience or similar;
- F. person supplied to the Insured under a contract or agreement, the terms of which deem such person to be in the employment of the Insured; while working under the control of the Insured in connection with the business.

**12. Bona-Fide Sub-Contractor**

Any Sub-Contractor who supplies all materials for their part of the Contract Works in addition to labour and hand tools.

**13. Pollution Contamination**

Pollution Contamination shall mean pollution of buildings or other structures or of water or land or the atmosphere and all loss or Damage or Injury directly or indirectly caused by such Pollution Contamination.

**14. Products**

Products shall mean any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the Insured and no longer in the possession or under the control of the Insured but shall not include;

- A. food or drink for consumption on the premises of the Insured or at any other premises where the Insured is conducting the Business;
- B. the Contract Works.

**15. Property**

Property shall mean material property.

**16. Property Damage**

Property Damage shall mean

- a. physical damage to or destruction or loss of tangible property which occurs during the Period of Insurance and any loss of use of that property resulting therefrom;
- b. loss of use of tangible property which has not been physically damaged or destroyed or lost which is caused by physical damage to or destruction or loss of other tangible property which occurs during the Period of Insurance

**17. Proposal**

Proposal shall mean any information supplied by the Insured in connection with this insurance and any declaration made in connection therewith.

**18. Territorial Limits**

Territorial Limits shall mean

- a. Commonwealth of Australia;
- b. the non-manual activities of any director and/or partner of the Insured and/or Person Employed ordinarily resident in the territories named in (a) above but temporarily engaged in the Business elsewhere in the world excluding any country or territory which operates under the law of the United States of America or Canada;
- c. elsewhere in the world excluding any country or territory which operates under the law of the United States of America or Canada in connection with any event arising out of Products.

**19. Terrorism**

Any act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

## PUBLIC AND PRODUCT LIABILITY

### Cover and Jurisdiction

The Underwriters will indemnify the Insured and any Additional Insured

1. against legal liability for damages and claimants' costs and expenses in respect of:
  - A. Injury sustained by any person;
  - B. Damage to property;
  - C. Nuisance;
  - D. Loss of use of physical property not lost, destroyed or damaged arising out of an occurrence but subject to a sub-limit of AU\$1,000,000 to apply: Happening during the Period of Insurance within the Territorial Limits in connection with the Business
2. In respect of Legal Costs incurred with the written consent of the Underwriters in connection with any Event which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the Underwriters in respect of any judgement, award or settlement made in any country or territory



which operates under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by the Underwriters in granting such cover which offer and acceptance must be signified by an Endorsement attaching to this Certificate.

#### **Limit of Liability and Legal Costs**

1. Irrespective of
  - A. the number of parties, entities entitled to indemnity;
  - B. the number of claimants;the total amount payable by the Underwriters and all Extensions in respect of any one Event shall not exceed the Limit of Liability specified in the Schedule for Public Liability.
2. Legal Costs payable by the Underwriters shall be paid in addition to the Limit of Liability unless otherwise stated  
Provided always that
  - A. if a payment of damages and/or claimants' costs and expenses exceeding the Limit of Liability has to be made to dispose of any claim and
  - B. the Underwriters are liable to pay Legal Costs in addition to the Limit of Liabilitythe liability of the Underwriters for such Legal Costs shall be limited to such proportion as the Limit of Liability bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Condition 6 of this Certificate.

## **EXTENSIONS**

### **A Legal Expenses Arising From Health and Safety Legislation**

#### **Event**

1. In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the relevant Health and Safety Legislation as applicable to each State, Territory or Commonwealth of Australia.  
or
2. In the event of an incident which results in an Inquiry ordered under the relevant Health and Safety Legislation as applicable to each State, Territory or Commonwealth of Australia.  
which arises in connection with the Business and which occurs during the Period of Insurance and within the Commonwealth of Australia.

#### **Indemnity**

the Underwriters will provide indemnity up to the limit of liability against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against the results of such proceedings.

This indemnity will not apply

1. in respect of fines or penalties of any kind;
2. to proceedings relating to the health and safety of any Person Employed;
3. to proceedings consequent upon a deliberate act or omission by the Insured;
4. to persons other than the Insured or any director or employee of the Insured;
5. where there is an indemnity provided by a legal expenses insurance policy.

### **B Compensation for Court Attendance**

If at the request of the Underwriters any Person Employed or director or partner of the Insured shall attend court as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Underwriters will provide compensation to the Insured at the following rates per day for each day on which attendance is required.

- A. Any director or partner of the Insured AUD 500
- B. Any other Person Employed AUD 250

**The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of the Policy.**

#### **• Health and Safety at Work Legal Defence Costs**

Subject to the terms of the Insurers' written consent and the Underwriters control, the Underwriters will indemnify the Insured and if the Insured so requests, any Person Employed or director or partner of the Insured, in respect of Legal Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Health and Safety Legislation, provided that an offence is alleged to have been committed during the Period of Insurance in the course of the Business.

This Extension will not apply:

- A. to fines or penalties of any kind;
- B. to proceedings consequent upon any deliberate act or omission by:
  - i. the Insured;
  - ii. any partner or director of the Insured;which could reasonably have been expected to constitute a breach of the Health and Safety Legislation having regard to the nature and circumstances of such act or omission;
- C. where indemnity is provided by any other insurance.

#### **• Corporate Manslaughter Legal Defence Costs**

This Policy is extended to indemnify the Insured and if the Insured so requests any Person Employed or director or partner of the Insured in respect of Legal Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings

in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, provided that an offence is alleged to have been committed during the Period of Insurance in the course of the Business.

The Underwriters shall be entitled but not obliged to assume the conduct of the defence of any criminal proceedings in respect of which an indemnity is provided under this Extension.

The indemnity provided under this Extension shall not exceed AUD 2,500,000 any one claim and in the aggregate for all claims during any one Period of Insurance.



However, the total liability of the Underwriters of this Policy, inclusive of this Extension, shall not exceed the Limits of Liability as stated in the Schedule.

This Extension shall not apply:

- A. to fines or penalties of any kind;
- B. where indemnity is provided by any other insurance.

## ADDITIONAL BENEFITS

In respect of the circumstances specified in the following Additional Clauses the Underwriters will provide indemnity up to the Limit of Indemnity subject to the terms of the relevant Additional Clause and subject otherwise to the terms of this policy.

Provided that the circumstances arise in connection with the Business and that the Event giving rise to legal liability occurs during the Period of Insurance and within the Territorial Limits.

### A. Cross Liabilities

Where there is more than one party named as the Insured in the Schedule this policy will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Underwriters agree to waive all rights of subrogation against any of these parties.

Provided that the total amount payable in respect of compensation does not exceed the limit of indemnity.

### B. Motor Contingent Liability

Where the Insured is legally liable for accidental bodily injury or loss of or damage to property arising out of the use of any motor vehicle in connection with the business the Underwriters will indemnify the Insured against such legal liability. This indemnity will not apply:

- A. in respect of any vehicle owned or provided by the Insured or any Principal for whom the Insured is working or any sub-contractor acting for or on behalf of the Insured;
- B. in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon;
- C. while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or of the Insured's representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such licence;
- D. to legal liability in respect of which the Insured is entitled to indemnity under any other insurance;
- E. outside the Commonwealth of Australia.

For the purposes of this Additional Clause the term Insured shall mean only the Insured named in the Schedule and no other party

### C. Tenant's Liability for Hired or Rented Buildings

Where the Insured is legally liable for loss of or damage to building(s) (or fixtures or fittings thereof) hired or rented to the Insured for the purpose of occupancy by the Insured the Underwriters will provide indemnity against such legal liability.

This indemnity will not apply to:

- a. the first AUD 100 of such loss or damage caused other than by fire or explosion;
- b. loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured.

### D. Liability for Buildings Temporarily Occupied

Where buildings (other than buildings comprising the works) are temporarily occupied by the Insured for the purposes of carrying out work in connection with the business the Underwriters will provide indemnity against legal liability in respect of loss of or damage to such buildings or their contents occurring during the Insured's occupancy.

Provided that such buildings are not owned, leased, hired or rented by the Insured or any subcontractor acting for or on behalf of the Insured.

### E. Overseas Personal Liability

The Underwriters will indemnify the Insured and if the Insured so requests any director or partner of the Insured or Person Employed against legal liability incurred in a personal capacity while temporarily outside the Commonwealth of Australia in connection with the Business but excluding any country and/or territory which operates under the law of the United States of America or Canada.

This extension shall not apply to legal liability:

- A. arising out of the ownership or occupation of land or buildings;
- B. in respect of which indemnity is afforded by any other insurance.

## EXCLUSIONS

The Underwriters shall not be liable under this policy in respect of:

### 1. Injury to Persons Employed

Injury to any person employed or to any working partner or proprietor comprising the insured arising out of and in the course of employment by the Insured in the Business.

### 2. Work at High Risk Premises

Any claim arising out of or in connection with any work undertaken on or in the following:

- a. power stations, nuclear installations or establishments;
- b. refineries, bulk storage or production premises in the oil, gas or chemical industries;
- c. offshore structures or work underground or underwater;
- d. mainframe computers or dedicated computer sites;
- e. aircraft, hovercraft, aerospace systems or watercraft (other than work on watercraft in docks, harbours, boatyards or inland waterways not involving the use of heat);
- f. railways (trackside) or arising out of work on any part of any aerodrome or airport provided for take off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas

### 3. Vehicles and Craft

Liability arising out of the possession, ownership or use by or on behalf of the Insured or any person entitled to indemnity of this policy of any:

- a. mechanically propelled vehicle or trailer attached thereto used in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation;
- b. aircraft, aerial device, hovercraft or watercraft;

Provided there is no indemnity afforded under any more specific insurance this exclusion will not apply to:

- i. the loading or unloading of motor vehicles or trailers;
- ii. the circumstances described in Additional Clause C;
- iii. watercraft which are less than 8 metres in length;
- iv. barges used solely on inland waterways.

### 4. Contract Works And Property Under The Insured's Control



Loss of or damage to:

- a. Contract Works.
- b. Property belonging to or hired to the Insured.
- c. Property which is held in trust by or held in the custody or control of the Insured or any Person Employed by the Insured or any party who is carrying out work on behalf of the Insured where such property is held for the purposes of:
  - i. sale, supply, transportation or storage; or
  - ii. work being carried out at the Insured's normal place of business or that of the party carrying out the work;by or on behalf of the Insured other than in the circumstances described in Additional Clauses D or E
- d. Property for which there is a contractual requirement to effect insurance (other than Public Liability insurance).
- e. Property for which there is a contractual requirement to effect insurance by reason of Clause 21,2,1 of the 1980 Edition of the Joint Contracts Tribunal Conditions of Contract (or the corresponding clause in any prior version or any subsequent revision or substitution thereof) or by any clause of similar intent under any other conditions of contract.

**5. Loss Of or Damage To Products Supplied Or Contract Work Executed**

- a. loss of or damage to  
or
- b. the cost incurred by anyone in repairing, removing, replacing, re-applying, rectifying or reinstating;  
any Products supplied or Contract Work executed other than Products supplied or Contract Work executed under a separate previously completed contract

**6. Recalling Etc. Of Products Supplied Or Contract Work Executed**

The cost incurred by anyone in:

- a. Recalling or altering or making refunds in respect of any Products supplied or Contract Work executed;
- b. rectifying defective Contract Work executed;
- c. remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by the Insured.

**7. Liquidated Damages and Penalty Clauses Etc.**

Liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

**8. Professional Services**

Advice, instruction, consultancy, design, formula, inspection, certification or testing performed or provided separately for a fee or under a separate contract.

**9. Aircraft And Nuclear Risks**

Liability arising out of products supplied with the knowledge of the Insured or Contract Work executed by or on behalf of the Insured which could affect;

- a. the navigation, propulsion or safety of any aircraft or other aerial device;
- b. the safety or operation of nuclear installations.

**10. Contractual Liability For Products Supplied**

Any Products supplied by or on behalf of the Insured where legal liability has been accepted by agreement (other than liability arising out of a condition or warranty of goods implied by Law) unless such liability would have attached in the absence of such agreement.

**11. Pollution Or Contamination**

- a. All pollution or contamination of buildings or other structures or of water or land or the atmosphere  
and
- b. All personal injury or loss of or damage to property directly or indirectly caused by such pollution or contamination;  
other than caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred on the date that the Insured first becomes aware of such incident.

The liability of the Underwriters for all compensation payable in respect of all incidents which are deemed to have occurred during the period of insurance and arising from pollution or contamination shall not exceed the Limit of Indemnity in any one period of insurance.

**12. Radioactive Contamination**

directly or indirectly caused by or contributed to by or arising from:

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

but as concerns Operative of this Exclusion will only apply where such legal liability is

1. that of any principal;
2. accepted under agreement and would not have attached in the absence of such agreement.

**13. Hazardous Work**

Arising from or in connection with

- A. any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height by any Person Employed when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the Insured;
- B. the construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts or mines;
- C. pile driving, tunnelling or quarrying;
- D. the use of explosives;
- E. excavations below 5 metres in depth;
- F. any work carried out at a height in excess of 15 metres above ground level or floor level in the case of work inside a building or structure
- G. the handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre. However where such activities do not form any part of the Insured's contract this Exclusion shall not apply to legal liability arising from:
  1. the accidental discovery of materials known or suspected to be asbestos or to contain asbestos fibre;
  2. the investigation of any such suspect materials.

Provided always that:

- a. immediately upon discovery as defined in G1 above all work ceases until the composition of all such materials is established;
- b. any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre requiring license is carried out by qualified licensed sub- contractors on terms which indemnify the Insured for liability arising out of such work

unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by the Underwriters in granting such cover which offer and acceptance must be signified by an Endorsement to this Certificate;

- H. the collection, handling, or disposal of waste other than asbestos or materials containing asbestos fibre as set out in G above unless the Insured



can demonstrate that:

1. it was so licensed at the time of collection, handling or disposing of such waste and
2. all such waste is disposed of at a site licensed for the disposal of such waste.

14. **Defamation**

In respect of any form of defamation.

15. **War**

Directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not.

16. **Terrorism**

Directly or indirectly occasioned by, happening through or in consequence of Terrorism.

17. **Excess**

For the amount of the excess stated in the Schedule for each Operative Section.

18. **Employment Practice Liability**

Directly or indirectly occasioned by, happening through or in consequence of any claim for breach of employment, contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of any director and/or partner of the Insured and/or Person Employed however arising.

19. **Faulty Workmanship**

This Policy does not extend to provide indemnity for the cost of performing correcting or improving any work undertaken by you.

## GENERAL CONDITIONS

1. **Observance of Terms and Right of Recovery**

Observance of the terms of this Certificate relating to anything to be done or compiled with/by the Insured is a condition precedent to any liability of the Underwriters except insofar as is necessary to comply with the requirements of any legislation enacted in the Commonwealth of Australia relating to the compulsory insurance of legal liability to employees. The Insured shall repay to the Underwriters all sums paid which the Underwriters would not have been liable to pay but for the provisions of such legislation.

2. **Excess**

No indemnity is provided until the applicable Excess for any claim has been paid to and received by the Coverholder hereon.

3. **Reasonable Precautions**

The Insured shall as a condition precedent to liability:

- A. take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this Certificate and to maintain the premises, plant and everything used in the business in a sound condition and to act in accordance with all statutory obligations and regulations;
- B. as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

4. **Claims Procedures and Control**

- i. The Insured shall give to High Street Underwriting Agency of 1/3 Hinkler Court, Brendale Qld Australia, immediate written notice to alan@hsua.com.au with full particulars of:-
  - a. any occurrence which may give rise to a claim for indemnity under this insurance.
  - b.
    - i. any Employee Bodily Injury related absence of more than three working days duration or
    - ii. any disease contracted by any Employee but only providing such Bodily Injury or disease has arisen or is alleged to have arisen out of and in the course of employment with the Insured.
  - c. any impending prosecution, coroner's inquest or fatal accident enquiry in connection with any occurrence which may give rise to a claim for indemnity under this insurance.
- ii. Every letter, claim, writ, summons or process in connection with any occurrence which may form the subject of indemnity hereunder shall be notified or forwarded to High Street immediately upon receipt.
- iii. The Insured shall neither admit liability for nor agree to settle or repudiate any claim without the written consent of Underwriters. Underwriters shall be entitled to conduct the defence of any claim in the name of the Insured and to prosecute in the Insured's name for Underwriters' benefit any claim for indemnity against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.
- iv. The Insured shall give to Underwriters all such information and assistance as they may reasonably require.
- v. The Insured shall at all times, in addition to their obligations set out above, afford such information to and co-operation with Underwriters or their appointed agents to allow Underwriters to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.
- vi. Underwriters may at any time pay to the Insured the Limit of Indemnity (after deducting any sums already paid) or any less amount for which any claim or claims can be settled and thereafter Underwriters shall have no further liability under this insurance in connection with such claim or claims except for Defence Costs incurred prior to the date of payment.
- vii. For the purpose of Condition 5, "Underwriters" also means any loss adjuster nominated by them and acting on their behalf.

5. **Discharge of Liability**

In respect of any claim/claims against the Insured to which a Limit of Indemnity applies the Underwriters may at any time pay the amount of such Limit after deduction of any sums already paid or incurred or any less amount for which at the absolute discretion of the Underwriters such claim/claims can be settled. The Underwriters will then relinquish control of the said claim/claims and be under no further liability in respect thereof except for Legal Costs for which the Underwriters may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of Legal Costs.

6. **Alteration of Risk**

If at any time:

- A. any change is made in the description of the Business;
- B. anything shall occur materially varying the information supplied to the Underwriters at the time this insurance was effected;

the Insured shall give written notice to the Underwriters as soon as reasonably practical and in any event no later than 14 days from the Insured's knowledge of A and/or B above.

The Underwriters reserve the right to amend the terms of this Certificate at the time of such notification.

7. **Fraud**

If the Insured shall make any claim knowing the same to be false or fraudulent the claim will be denied and the policy cancelled prospectively with 3 business days notice.

8. **Number of Employees**



The premium is based on the total number of employees stated in the Schedule and adjustable at the end of each period of insurance

9. **Other Insurances**

If at the time of any claim covered by this Certificate there is or but for the existence of this Certificate would be any other insurance covering the same legal liability the indemnity afforded by this Certificate will not apply except in respect of any amount beyond that which would have been payable under such insurance had this Certificate not been effected and subject always to the Limit of Liability.

10. **Bona-Fide Sub-Contractors**

The Insured shall in every instance ensure and keep a record that Bona-Fide Sub-Contractors maintain Employers and Public Liability insurances for not less than the sums stated in the Schedule hereon.

It is warranted that all payments made by the Insured to Bona-Fide Sub-Contractors in any one calendar year do not exceed 20% of their Annual Turnover.

11. **Law**

This Certificate shall be governed by and construed in accordance with the laws of Australia unless otherwise agreed by the Underwriters. In the event of any dispute concerning the interpretation of this Certificate both the Insured and the Underwriters agree to submit to the jurisdiction of any court of competent jurisdiction within the Commonwealth of Australia and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practices of such Court.

12. **Cancellation by Underwriters**

The Underwriters may cancel this Certificate pursuant to the provisions of s.60 Insurance Contracts Act and in such event the Insured may be entitled to a refund of a proportionate part of the premium corresponding to the unexpired Period of Insurance stated in the Schedule.

## FURTHER INFORMATION

### Privacy Act

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act) and will be covered by the General Insurance Information Privacy Code (the Code). These set basic standards relating to the collection, use, disclosure and handling of personal information.

"Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly (e.g from your representatives) Only information necessary for the arrangement and administration of Lloyd's business by Lloyd's, its agents and their representatives will be collected. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate premiums, etc.

Lloyd's and its agents disclose personal information to third parties who they believe are necessary to assist them in doing the above. These parties will only use the personal information for the purposes we provided it to them for (or if required by law).

When you give Lloyd's and its agents personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by Lloyd 's by contacting High Street Underwriting Agency Pty Limited on 1800 096 829.

## ENDORSEMENTS

### Worker to Worker Extension

Exclusion 1 shall not apply to:

1. Claims for recoveries of any payment made by any compulsory workers or accident compensation insurer under the provisions of any compulsory workers or accident compensation legislation or policy, but only where the claim is being made against an Insured who is:
  - a. not the direct employer of the worker in respect of whom the recovery is being sought;
  - b. Not the deemed employer of the worker in respect of whom the recovery is being sought
2. Claims made by an injured worker (as defined by applicable workers or accident compensation legislation) against any Insured other than the workers' direct employer or deemed employer.

However, nothing in this clause shall cause the insurer to be liable where the Insured is entitled to indemnity under any policy pursuant to any Workers Compensation legislation.

The excess in respect of claims brought under this Extension shall be as stated in the Schedule as applicable to this Extension.

## LLOYD'S SERVICE OF SUIT CLAUSE(AUSTRALIA)

(applicable to Lloyd's **Underwriters** only)

The **Underwriters** hereon agree that:-

- i. In the event of a dispute arising under this **Policy, Underwriters** at the request of the **Insured** (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of **Australia**. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- ii. Any summons notice or process to be service upon the **Underwriters** may be served upon:

Lloyd's General Representative  
Lloyd's Australia Limited  
Level 9 / 1 O'Connell Street  
Sydney, NSW 2000 Australia  
Tel: +61 (0)2 8298 0700



who has authority to accept service and to enter an appearance on **Underwriters'** behalf, and who is directed at the request of the **Insured** (or reinsured) to give a written undertaking to the **Insured** (or reinsured) that he will enter an appearance on **Underwriters'** behalf.

- iii. If a suit is instituted against any one of the **Underwriters** all **Underwriters** hereon will abide by the final decision of such Court of any competent Appellate Court.

## DISPUTE RESOLUTION PROCESS

### Stage 1

Any enquiry or complaint relating to this insurance should be addressed to High Street Underwriting Agency in the first instance. Please contact High Street Underwriting Agency by:

Postal Address: PO Box 7174, Brendale, Queensland 4500

Phone: 1800 096 829

Email: [info@hsua.com.au](mailto:info@hsua.com.au)

High Street Underwriting Agency will acknowledge **Your** enquiry or complaint immediately by telephone or email. High Street Underwriting Agency aims to resolve **Your** complaint where possible within 15 **Business** days.

### Stage 2

If Stage 1 does not resolve the matter or **You** are not satisfied with the way a complaint has been dealt with, **You** should contact:

Lloyd's Australia Limited

Postal Address: Level 9, 1 O'Connell Street, Sydney, NSW 2000

Phone: +61 2 8298 0783

Fax: +61 2 8298 0788

Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

When **You** lodge the dispute Lloyd's will usually require the following information:

- Name, address and telephone number of the **Insured**
- The type of insurance **Policy** involved
- Details of the **Policy** concerned (**Policy** and/or claim reference numbers, etc.)
- Name and address of the insurance intermediary through whom the **Policy** was obtained
- Details of the reasons for lodging the complaint
- Copies of any supporting documentation **You** believe may assist **Us** in addressing **Your** dispute appropriately.

### How long will the Stage 2 process take?

**Your** complaint will be acknowledged in writing within 5 **Business** days of receipt, and **You** will be kept informed of the progress of **Our** review of **Your** complaint at least every 10 **Business** days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **You** will receive a full written response to **Your** complaint within 15 **Business** days of receipt, provided **We** have received all necessary information and have completed any investigation required.

## External Dispute Resolution

If **Your** complaint is not resolved within 45 calendar days, or resolved in a manner satisfactory to **You**, **You** may refer the matter to Australian Financial Complaints Authority (AFCA).

**You** may refer the matter AFCA can be contacted by post GPO Box 3, Melbourne VIC 3001, phone 1800 931 678 or email [info@afca.org.au](mailto:info@afca.org.au). More information can be found on their website [www.afca.org.au](http://www.afca.org.au).

AFCA is an independent body that operates nationally in **Australia** and aims to resolve disputes between **You** and **Your Insurer**. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Determinations made by AFCA are binding upon **Us**.

**Your** dispute must be referred to AFCA within 2 years of the date of **Our** final decision.

This service is free of charge to policyholders.

## GENERAL INSURANCE CODE OF PRACTICE

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

