



International Liability Programme Policy No. AU00006100LI20A

Munters Pty Limited

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A European public limited liability company registered in Ireland

Registered in Ireland No. 641686 | Regulated by the Central Bank of Ireland | Directors: P.R.Bradbrook (UK), B.R.P.Joseph (UK), Y.Slattery, P. Wilson (UK), D. Palici-Chehab (FR), J. O'Neill, H. Browne, P.H. Rastoul (FR)

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SCHEDULE PUBLIC AND PRODUCTS LIABILITY INSURANCE

Insured Companies

Munters Pty Limited

Insured's Business

A world leader in humidity control with products and services for water and fire damage restoration, dehumidification and air cooling

Period of Insurance

1st June 2020 at 4.00pm Australian Eastern Standard Time
1st June 2021 at 4.00pm Australian Eastern Standard Time

Territorial Limits

Worldwide Excluding USA/Canada

Limit of Liability

AUD 1,663,930 any one Occurrence and in the aggregate for all Personal Injury and Property Damage occurring during the Period of Insurance

Supplementary Payments

AUD 1,663,930 any one Occurrence and in the aggregate during the Period of Insurance

Deductible

AUD 49,918 each and every Occurrence

Premium

As agreed

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Dated: Monday, 6 July 2020

1. PREAMBLE

This Policy consists of:

- (a) this Policy wording; and
- (b) each endorsement issued by the Company and attached or intended to be attached to the Policy wording or intended by the Company to form part of this Policy; and
- (c) the Current Schedule.

The Policy wording and the Current Schedule are to be read together. Any word or expression given a specific meaning in the Clause headed Definitions will mean the same wherever else it appears unless specially stated otherwise. Marginal notes and headings are used only for the purpose of identification and should not be construed as forming part of the wording for the purpose of interpreting this Policy.

2. THE AGREEMENT

In consideration of the payment of the Premium set out in the Current Schedule, the Company provides indemnity to the Insured in accordance with this Policy, subject to the limitations, terms and conditions of this Policy for the period set out in the Current Schedule.

This Policy is limited to the term specified in the Period of Insurance in the Current Schedule.

3. THE COVER

The Company agrees to indemnify the Insured up to the Limit of Liability and subject to all terms, conditions and exclusions of this Policy for:

- (a) all amounts which the Insured becomes legally liable to pay as compensation (excluding punitive, exemplary, aggravated and liquidated damages) for Personal Injury, Property Damage and/or Advertising Injury occurring within the Territorial Limits as a result of an Occurrence in connection with the Insured's Business;
- (b) all legal costs taxed/assessed against the Insured arising out of Personal Injury, Property Damage or Advertising Injury for which indemnity is available under this Policy; and

- (c) all interest accruing after entry of judgment against the Insured arising out of Personal Injury, Property Damage or Advertising Injury for which indemnity is available under this Policy until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the Limit of Liability.

The total indemnity available under this clause in respect of the combined amounts in (a), (b) and (c) is restricted to the Limit of Liability.

4. SUPPLEMENTARY PAYMENTS

Claims worldwide, except USA and Canada

Except in relation to claims made and/or actions instituted against the Insured within the United States of America or Canada, or claims and actions to which the laws of the United States of America or Canada apply, the Company agrees to pay, subject to the limit of liability for supplementary payments in the Current Schedule, in addition to the cover provided by clause 3 of this Policy, the following:

- (a) all expenses, including investigation and legal costs incurred by the Company and/or by the Insured with the written consent of the Company, in the settlement or defence of any claim or suit for compensation in respect of which the Insured is entitled to indemnity under this Policy or if sustained would be so entitled; and
- (b) all expenses incurred by the Insured for first aid to others for Personal Injury to which this Policy applies (other than medical expenses prohibited by law).

If a payment exceeding the Limit of Liability has to be made to dispose of a claim, the liability of the Company to pay any supplementary payments shall be limited to the proportion of the supplementary payments as the Limit of Liability bears to the amount paid to dispose of the claim, or the limit of liability of supplementary payments in the Current Schedule, whichever is the lesser.

USA and Canada

In relation to claims made and/or actions instituted against the Insured within the United States of America or Canada, or claims and actions to which the laws of the United States of America or Canada apply, the Company shall indemnify the Insured in respect of expenses, including investigation and legal costs as set out in (a) and (b) above, subject to the Limit of Liability. In respect of such claims and/or actions, the total indemnity available under this Policy is limited to the Limit of Liability.

5. CROSS LIABILITY

Where the Insured comprises more than one entity the term Insured shall be considered as applying to each entity in the same manner as though a separate policy had been issued to each entity, provided nothing contained in this Clause shall operate to increase the Company's Limit of Liability as specified in the Current Schedule.

6. EXCLUSIONS

This Policy does not cover any liability arising out of or connected directly or indirectly with:

6.1 Advertising Liability

Advertising Injury resulting from:

- (a) failure of performance of contract or breach of contract;
- (b) infringement of trade-mark or trade name;
- (c) incorrect description of any article or commodity;
- (d) mistake in advertised price;

first committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Insured's advertising activity.

6.2 Aircraft, Hovercraft, Watercraft and Registered Vehicles

the ownership, possession, maintenance, operation, use or legal control by or on behalf of the Insured of any:

- (a) Aircraft, (also claims arising out of the Insured's Products that are used with the Insured's knowledge in Aircraft or aerial devices);
- (b) Hovercraft; or
- (c) Watercraft or vessels exceeding 10 metres in length.

This sub-clause (c) shall not apply where the watercraft or vessel is:

- (i) let out on hire or on charter to the Insured and is wholly crewed/manned by a professional crew; and
 - (ii) the Insured is not in the business of letting for hire or charter any Watercraft or vessels; and
 - (iii) the hiring or chartering of the Watercraft or vessel by the Insured is not undertaken in the normal course of the Insured's Business.
- (d) vehicle which is registered or is required under any legislation to be registered; or
 - (e) vehicle in respect of which compulsory insurance is required to be effected by virtue of any legislation.

Exclusion 6.2(d) and (e) does not apply to Personal Injury and/or Property Damage arising from:

- (i) the delivery or collection of goods to or from any Vehicle where such Personal Injury and/or Property Damage occurs beyond the limits of any carriageway or thoroughfare;
- (ii) the loading or unloading of any Vehicle;
- (iii) the use of any Vehicle as a Tool of Trade.

6.3 Alterations/Additions, Construction of Buildings

the erection, construction, demolition, alteration of and/or addition to a building(s) by or on behalf of the Insured, except alteration of or addition not exceeding in cost the sum of A\$100,000 to a building(s) owned and/or occupied by the Insured.

6.4 Asbestos

any actual or alleged liability, whatsoever for any claim in respect of loss or losses directly or indirectly (exclusively or partially) arising out of, resulting from, or in consequence of, or in any way involving asbestos or refractory ceramic fibres, or any materials containing asbestos or refractory ceramic fibres in whatever form or quantity.

6.5 Contractual Liability

liability assumed under any contract or agreement. This Exclusion 6.5 does not apply to:

- (a) liability which would have been imposed by law in the absence of such contract or agreement;
- (b) those contracts or agreements specified in the Current Schedule

6.6 Electro Transmissions and Nuclear/Radioactive Contamination

- (a) electromagnetic fields, extremely low frequency electric fields and/or magnetic fields, microwave emissions or radio emissions;
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission;
- (c) nuclear weapons material.

6.7 Employer's Liability

- (a) Personal Injury to any Employee arising out of or in the course of their employment in the Insured's Business;
- (b) Personal Injury to any person who is deemed to be the employee of the Insured pursuant to any legislation relating to worker's compensation;
- (c) any claim by any Employee for harassment, discrimination or unfair dismissal;

6.8 Fines and Penalties

finer or penalties imposed by law, punitive, exemplary, aggravated and liquidated damages.

6.9 Libel, Slander and Defamation

the publication of any defamatory material:

- (a) made prior to the commencement of the Period of Insurance; or
- (b) made at the Insured's direction or with the Insured's authority or with knowledge of its falsity; or
- (c) related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured.

6.10 Loss of Use

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

- (a) a delay in or lack of performance by or on behalf of the Insured in relation to any contract or agreement; or
- (b) the failure of the Insured's Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured,

This Exclusion 6.10(b) does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Insured's Products after such products have been put to use by any person or organisation other than the Insured.

6.11 Pollution

Claims worldwide, except USA and Canada

Except in relation to claims made and/or actions instituted against the Insured within the United States of America, or claims and actions to which the laws of the United States of America or Canada apply:

- (a) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants;

- (b) the costs of removing, nullifying or cleaning up Pollutants.

These Exclusions 6.11(a) and 6.11(b) do not apply to liability which arises out of a sudden, identifiable, unintended, unexpected and accidental happening during the Period of Insurance which takes place in its entirety at a specific time and place.

USA and Canada

In relation to claims made and/or actions instituted against the Insured within the United States of America or Canada, or claims and actions to which the laws of the United States of America or Canada apply:

- (c) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants;
- (d) any governmental direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants.

6.12 Product Defect/Faulty Workmanship

- (a) Property Damage to the Insured's Products if such damage is attributable to any defect therein or the harmful nature thereof or unsuitability for the purpose for which they were intended; or
- (b) performing, completing, repairing, replacing, correcting or improving any work or service undertaken or provided by or on behalf of the Insured.

6.13 Product Recall

the withdrawal, recall, inspection, repair, replacement or loss of use of the Insured's Products or any property of which such products form a part.

6.14 Professional Liability

the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith.

This Exclusion 6.14 does not apply to liability arising out of the rendering or failure to render medical advice at the Insured's Premises by Medical Persons employed by the Insured to provide first aid and ancillary medical services.

6.15 Property in Physical or Legal Control

Property Damage to:

- (a) property owned by or leased or rented to the Insured; or
- (b) property in the physical or legal control of the Insured.

This Exclusion 6.15 shall not apply to liability for Property Damage to:

- (i) real property, including buildings which are leased or rented to the Insured; or
- (ii) real property including contents, not owned, leased or rented to the Insured but temporarily occupied by the Insured for the purpose of carrying out work in connection with the Insured's Business, but no indemnity is granted for damage to that part of the property on which the Insured is or has been working or which arises out of such work;
- (iii) vehicles (not belonging to or used by or on the behalf of the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst any such Vehicles are in a car park owned or operated by the Insured but not where the Insured as part of its business is a car park owner or operator for reward;
- (iv) property belonging to visitors or Insured's Employees;
- (v) property in the physical or legal control of the Insured (except whilst undergoing any process or being worked upon) for which the Insured has not assumed any responsibility to obtain Insurance. However, for such claims the Company will indemnify the Insured against such claims, subject to the terms of this Policy to a maximum of A\$100,000 in the aggregate during the Period of Insurance, subject to payment by the Insured of the Deductible specified in the Current Schedule.

6.16 Tobacco/Tobacco Products

death or the contraction, aggravation or exacerbation of any disease, sickness, injury, or disorder of the human body or mind as a result of the use or consumption (including passive smoking) of tobacco or tobacco products

6.17 War/Terrorism

- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
- (b) any act of terrorism, piracy or hijack;
- (c) any other civil disturbance or civil unrest, including strike, protest and civil commotion.

6.18 Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

6.19 Chemical Exclusion

- (a) Dioxins and furans
- (b) Latex gloves
- (c) Polychlorinated biphenyls (PCBs)
- (d) Silicone implants
- (e) Urea formaldehyde foam (UFF)

6.20 Pharmaceuticals Exclusion

- (a) Pharmaceuticals Products

6.21 Other Applicable Exclusions

(a) Cyber and Internet Liability

7. STANDARD CONDITIONS

7.1 Cancellation

- (a) The Insured may cancel this Policy by giving notice in writing to the Company.
- (b) The Company may cancel this Policy in any of the circumstances set out in the *Insurance Contracts Act 1984*.
- (c) For any period during which this Policy has been in force the Company is entitled to keep or charge a pro rata proportion of the premium. If the Insured has requested the cancellation the Company may charge or deduct from any refund its standard cancellation fee which will represent 10% of the premium applicable for the unexpired term of the Period of Insurance.

7.2 Claims Procedure

- (a) Notice shall be given as soon as possible to the Company of every Occurrence, claim, writ, summons, proceedings, impending prosecution and/or inquest in respect of which there may arise a liability under this Policy.
- (b) The Insured shall not without the Company's consent make any admission, offer, promise or payment in connection with any Occurrence or claim.
- (c) The Company shall be entitled, if it so desires, to take over and conduct in the Insured's name the defence or settlement of any claim and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient.
- (d) The Insured shall use its best endeavours to preserve any property, products, appliances, plant and other objects which may be required in connection with the investigation of or the defending of any claim made against the Insured and shall not, except to prevent further Personal Injury and/or Property Damage, without the Company's consent and until the Company has had an opportunity of inspection, make any alteration or repair to or dispose of such matter.

- (e) The Company shall be entitled to prosecute in the Insured's name at its expense and for its own benefit any claim for indemnity or contribution towards any loss or damage.
- (f) The Company shall have full discretion in the conduct of any proceedings in connection with any claim and the Insured shall give all information and assistance as the Company may reasonably require in the prosecution, defence or settlement of any claim.
- (g) In the event of an Occurrence, the Insured shall promptly take at its own expense all reasonable steps to prevent further Personal Injury and/or Property Damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this Policy.
- (h) The Company shall be entitled to attend any inquest in respect of liability which may arise under this Policy.
- (i) In respect of claims for amounts less than the Deductible the Insured shall at all times observe and duly comply with the Claims Procedure referred to above.
- (j) Any person or organisation for which the Company makes a payment under this insurance must transfer to the Company their right to recovery against any other party. After a loss the Insured must do everything necessary to secure and do nothing to impair these rights.

Any amount recovered will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

7.3 Discharge of Liabilities

The Company may at any time pay to the Insured the applicable Limit of Liability (after deducting all amounts already paid by or on behalf of the Company) or any lesser amount for which a claim or claims may be settled. Upon such payment, the Company will not be under any further liability to the Insured and will be released from all liability, except for expenses including investigation and legal costs incurred by the Insured with the Company's consent prior to the date of such payment.

If the Company has a right to recover any costs charges and expenses or other money from the Insured, then this right is not discharged or altered by this clause.

7.4 Inspection of Property

The Company shall be permitted but not obliged to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe.

7.5 Jurisdiction/Proper Law

This Insurance contract shall be subject exclusively to the laws of New South Wales even if it also covers Insured's who are domiciled or have their headquarters in other countries or states. Nothing in this Clause affects the assessment of an insured's liability towards claimants/injured third parties.

It is agreed that the exclusive place of jurisdiction for disputes arising under this Policy of Insurance shall be NSW.

7.6 Marginal Notes and Headings

Where marginal notes and headings are used in this Policy they are purely descriptive in nature and are not intended to be used for interpretive purposes.

7.7 Notice of Change

The Insured shall give notice in writing as soon as practicable of any change in facts or circumstances that comes to the Insured's knowledge which materially varies the risk, the subject of this Insurance, at any time during the existence of this Policy.

7.8 Other Insurance

If the Insured makes a claim under this Policy in respect of which the Insured is or may be indemnified in whole or part under any other Insurance(s), then the Insured must advise the Company of the full details of such other Insurance(s) when making the claim under this Policy. Subject to the provisions of the Insurance Contracts Act 1984, the Company reserves its rights to seek contribution from such other insurer(s).

7.9 Reasonable Care

The Insured shall:

- (a) Exercise reasonable care that only competent workers are employed and take reasonable measures to maintain all premises (including fittings and plant) owned or occupied by it, in sound condition;
- (b) Take reasonable precautions to:
 - (i) prevent Personal Injury and/or Property Damage;
 - (ii) prevent the manufacture, sale or supply of defective products;
 - (iii) comply and ensure that the Workers, servants and agents of the Insured comply with all statutory obligations, by-laws or regulations which provide for the safety of persons and property;
- (c) At the expense of the Insured take reasonable action to trace, recall or modify any products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.

7.10 Subrogation

In the event of a payment under this Policy to or on behalf of the Insured, the Company shall, subject to the *Insurance Contracts Act 1984*, be subrogated to all the Insured's rights of recovery against all persons and organisations and the Insured shall execute and deliver instruments and papers and do all that is necessary to assist the Company in the exercise of such rights.

7.11 Master Policy Operation

This policy forms an integral part of the International Public and Products Liability Programme for **Munters AB (1647004)** and shares its destiny. A cancellation of the Master policy **SE00001603LI20A** also applies to this policy

8. DEFINITIONS

“Advertising Injury” means:

- (a) unintentional libel, slander or defamation,
- (b) piracy or any act, error or omission in the use of advertising or merchandising ideas, under an implied contract,
- (c) infringement of copyright, title or slogan,
- (d) invasion of the right of privacy,

first published or broadcasted in connection with the Insured’s advertising activities during the Period of Insurance.

“Aircraft” means any vessel, craft or device made or intended to fly or move in or through the atmosphere or space.

“Company” means XL Insurance Company SE.

“Current Schedule” means the Schedule or certificate approved by the Company and attached or intended to be attached to the Public and Products Liability Insurance Policy, or any schedule or certificate which replaces it.

“Deductible” means the amount specified in the Current Schedule which is the amount (inclusive of supplementary payments) per Occurrence that must be paid by the Insured.

“Employee” means any person employed under a contract of service or apprenticeship by the Insured during the Period of Insurance.

“Hovercraft” means any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water.

“Insured” means:

- (a) Companies as listed in the Schedule and their subsidiary companies.
- (b) Any principal in respect of the liability of such principal arising out of the performance by a company referred to in (a) above of any contract or agreement for the performance of work for such principal, but limited always to the extent of cover and the Limit of Liability provided in this policy.

- (c) Any director, executive officer, Employee or partner of a company referred to in (a) above, but only whilst acting within the scope of their duties in such capacity.
- (d) Any office bearer or member of a social and/or sporting club formed with the consent of the Insured, in respect of claims covered by this Policy arising from or connected with the activities of any such club.

"Insured's Business" means the business conducted by the Insured only as specified in the Current Schedule and includes only commercial activities related to that business.

"Insured's Products" means anything manufactured or deemed manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by the Insured including any container (other than a Vehicle) (after it has ceased to be in the physical possession or under the control of the Insured).

"Interested Party" means any third party, person, company or legal entity listed in the Schedule or on a Certificate of Currency as an Interested Party, issued by the Company. The coverage provided by the Policy to an Interested Party is limited to Liability for Personal Injury or Property Damage which arises solely as a result of negligence by the named Insured. The cover provided to an Interested Party will not apply where the Interested Party is held or alleged to have its own independent liability arising from its own negligence, breach of contract, breach of any statute, or other act/omission. The indemnity provided is subject to the conditions, limits and exclusions of the Policy.

"Limit of Liability" means:

- (a) The limit of the Company's liability in respect of any Occurrence, which shall not exceed the Limit of Liability stated in the Current Schedule.
- (b) The total aggregate liability of the Company during any one Period of Insurance for all Personal Injury and/or Property Damage and/or Advertising Injury which occurs during the Period of Insurance and which arises out of a Products Hazard, shall not exceed the Limit of Liability stated in the Current Schedule.

"Medical Persons" means qualified medical practitioners, ancillary medical workers and dentists.

"Occurrence" means:

- (a) with respect to Personal Injury and Property Damage, an event, including continuous or repeated exposure to the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from the Insured's standpoint. All Occurrences of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence and the total amount of indemnity payable by the Company in respect of such Occurrence shall be accounted to the period of insurance in which the first Personal Injury and / or Property Damage from the one source or originating cause occurred.
- (b) With respect to Advertising Injury, the publishing or broadcasting of the injurious material or act which results in Advertising Injury neither expected nor intended from the Insured's standpoint. All liability involving the same injurious material or act, regardless of the frequency of repetition thereof or the number and kind of media used or the number of claimants shall be deemed as arising out of one Occurrence.

“Period of Insurance” means the period commencing on the effective date and ending on the expiry date specified in the Current Schedule.

“Personal Injury” means:

- (a) Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- (b) False arrest, wrongful detention or imprisonment, malicious prosecution;
- (c) Wrongful entry or eviction;
- (d) Assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing Personal Injury and/or Property Damage or eliminating danger;
- (e) Libel, slander, defamation of character or invasion of right of privacy;

which first occurs during the Period of Insurance.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned, or reclaimed.

“Product Hazard” means Personal Injury or Property Damage arising out of the Insured’s Products but only if the Personal Injury or Property Damage occurs after the physical possession of such products has been relinquished to others.

“Property Damage” means:

- (a) Physical damage to or destruction of tangible physical property which first occurs during the Period of Insurance including any resultant loss of use; or
- (b) Loss of use of tangible physical property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible physical property which first occurs during the Period of Insurance.

“Territorial Limits” means anywhere as listed in the Policy Schedule.

“Use of any Vehicle as a Tool of Trade” means the use of a Vehicle on a work site, but does not include:

- (a) vehicles whilst in transit to or from or within any work site; or
- b) vehicles used for transport or haulage.

“Vehicle” means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

“Watercraft” means any vessel, craft or device made or intended to float on or in or travel on or through water.

9. IMPORTANT NOTICE TO INSURED

9.1 Your duty of disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984* to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

9.2 Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

9.3 Privacy

Privacy legislation regulates the way private sector organisations collect, use, keep, secure and discloses personal information. The Company has developed a privacy policy which explains what type of personal information we hold about you and what the Company does with that information. Please contact the Company or your broker to obtain more information about the Company's policy.

9.4 General insurance Code of Practice

XL Insurance Company SE - Australia Branch supports and has adopted the General Insurance Code of Practice. The Code aims to:

- Promote more informed relations between insurers and their customers;
- Improve customer confidence in the general insurance industry;
- Provide better mechanisms for the resolution of complaints and disputes between insurer and their customers; and
- Commit insurers and the professionals they rely upon to higher standards of customer service.

The Code confirms details of the policies specifically covered by the Code and it may be that your policy is an excluded policy and therefore outside the requirements of the Code.

9.5 Complaints

We strive to provide a quality service to You. However, We understand that occasionally there may be some aspect of Our service or a decision made by Us that You would like to discuss with Us. If You have a complaint about Our Products or the service You have received from Us, please contact Your insurance broker to initiate the complaint with Us.

In most cases We will be able to resolve this matter once contact is made by You, If We cannot, You will be referred to a manager who will attempt to resolve the matter.

If You are not happy with Our response, You may have the matter reviewed by Our Internal Dispute Resolution (IDR) process which is free of charge. You can contact Our IDR department at apacompliance@axaxl.com or by mail to;

The Complaints Officer
AXA XL
Level 28, Angel Place
123 Pitt Street, Sydney NSW 2000

The IDR Department will contact You with a decision within fifteen (15) business days of receiving Your complaint.

If You are not satisfied with the outcome of the IDR process and would like to take the complaint further, You may refer the matter to the Australian Financial Complaints Authority (AFCA), an independent and external dispute resolution scheme at no cost to You, subject to the terms of reference.

AFCA can be contacted at;

- Post: GPO Box 3, Melbourne VIC 3001
- Phone: 1800 931 678
- Email: info@afca.org.au

More information can be found on their website
www.afca.org.au

If Your complaint is not covered by the AFCA scheme, We will advise You of other options for resolution that may be available to You.