



QBE

Exhibitors Public Liability Insurance

Policy Schedule

ATTACHING TO AND FORMING PART OF POLICY NO: AT 0014701 CON

The Insured: Various Exhibitors as per details submitted to the Company.

The Business: The participation in the Exhibition / Trade Show as an Exhibitor.

Period of Insurance:

From: Commencement of the Exhibition
To: Conclusion of the Exhibition

Limits of Indemnity: Section 1 A\$10,000,000 each Occurrence (Public Liability)

Endorsement: This Policy does not cover any liability arising directly or indirectly from or caused by, contributed to by or arising from Your Products, except for the provision of food and/or drink.

Deductible: Nil

The Premium

As shown on each Certificate of Insurance issued on Our behalf.

Premium Rating Basis: Flat

The Policy and Schedule are to be read together.

Marginal notes and Headings are used for identification and do not form part of the Policy Wording.

Signed on behalf of QBE Insurance (Australia) Limited ABN 78 003 191 035:

Date: 2 September 2010

Exhibitors Public Liability Insurance Policy

1. DEFINITIONS

Any word or expression which this Policy defines as having a particular meaning will have the meaning everywhere it appears.

- 1.1 **"Act of Terrorism"** means an act, including but not limited to the use of force or violence and/or the threat thereof, 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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 1.2 **"Aircraft"** means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
- 1.3 **"Business"** means the participation in an exhibition and/or trade show as an exhibitor.
- 1.4 **"Deductible"** means the amount You first bear in relation to each Occurrence. The Deductible will apply to amounts which are subject to indemnity under the Coverage Clause 2.1 of this Policy;
- 1.5 **"Employee"** means any person engaged under a contract of or for service or apprenticeship with the Insured designated in clause 1.21.1 and 1.21.2 but does not include any person employed under such a contract who is excluded from the definition of 'worker' under any workers' compensation legislation.
- 1.6 **"Employment Practices"** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by You.
- 1.7 **"Hovercraft"** means any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water.
- 1.8 **"Limit of Liability"** means the applicable Limit of Liability specified in the Schedule.
- 1.9 **"Medical Persons"** means qualified medical practitioners, nurses, dentists and first aid attendants.
- 1.10 **"Occurrence"** means an event which results in Personal Injury or Property Damage, neither of which is expected nor intended from any person's standpoint. All Personal Injury or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence.
- 1.11 **"Period of Insurance"** means the period specified in the Schedule, and shall include installation and dismantling of the Event provided that this cover shall cease seven (7) days following the practical completion of the Event.
- 1.12 **"Personal Injury"** means:
- 1.12.1 bodily injury, disease, sickness, death, disability, shock, fright, mental anguish and mental injury;
- 1.12.2 the effects of false arrest, wrongful detention, false imprisonment or malicious prosecution;
- 1.12.3 the effects of wrongful entry or eviction;
- 1.12.4 the effects of a publication or utterance of a libel or slander or other defamatory or disparaging material;
- 1.12.5 the effects of assault and battery not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.
- 1.13 **"Policy"** means this document and each endorsement issued by the Company attached, or intended to be attached, to it.
- 1.14 **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 1.15 **"Property Damage"** means:
- 1.15.1 physical damage to or loss or destruction of tangible property including any resulting loss of use of that property; or
- 1.15.2 loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by physical damage to or loss or destruction of other tangible property.
- 1.16 **"Company"** means QBE Insurance (Australia) Limited ABN 78 003 191 035.
- 1.17 **"Schedule"** means the most current schedule issued by the Company in connection with this Policy.
- 1.18 **"Territorial Limits"** means anywhere in the world subject to exclusions 3.6 and 3.18.
- 1.19 **"Vehicle"** means any type of machine on wheels or self laid track 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.
- 1.20 **"Watercraft"** means any vessel, hovercraft, craft or thing made or intended to float on or in or travel on or through or under water.
- 1.21 **"You/Your"** means:
- 1.21.1 The Insured named in the Schedule; (and including as if they were You);
- 1.21.2 all the subsidiary companies (now or subsequently constituted) of the Insured named in the Schedule provided their places of incorporation are within Australia or any Territory of Australia;
- 1.21.3 every director, executive officer, employee, partner or shareholder of one of the Insured designated in clause 1.21.1 or 1.21.2 but only whilst acting within the scope of their duties in such capacity;
- 1.21.4 every principal, in respect of that principal's vicarious or contingent liability for the acts or omissions of one of the Insureds designated in clause 1.21.1 or 1.21.2 in the performance by them of work for that principal, but subject always to the extent of coverage and the Limit of Liability provided by this Policy;
- 1.21.5 every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with Your consent (other than an Insured designated in clause 1.21.4 or 1.21.6) in respect of claims arising from their duties connected with the activities of any such club, organisation or service. This Insurance shall not apply to Personal Injury or Property Damage of any participants of any sporting activity where the Personal Injury is caused by another participant;
- 1.21.6 each partner, joint venturer, co-venturer or joint lessee of the Insured named in the Schedule but only;

- 1.21.6.1 if the Insured named in the Schedule assumes active control of, or is required to arrange insurance for, the partnership, joint venture, co-venture or joint lease; and
- 1.21.6.2 with respect to liability incurred as the partnership, joint venture, co-venture or joint lease; and
- 1.21.6.3 every voluntary worker whilst performing duties for You or on Your behalf;
- 1.21.7 any director or senior executive of the Insured designated in clause 1.21.1 and 1.21.2 in respect of private work undertaken by Your employees for such director or senior executive.

"You/Your" does not include the interest of any person other than as described in 1.21.1 to 1.12.7 above.

1.22 "Your Products" means any goods, products and property (after they have ceased to be in Your possession or under Your control), which are or is deemed to have been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You (including any container thereof other than a Vehicle).

1.23 "Internet Operations" means:

- 1.23.1 transfer of computer data or programs by use of electronic mail systems by You or Your employees, including for the purpose of this Definition only, part-time and temporary staff, contractors and others within Your organisation whether or not such data or programs contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse;
- 1.23.2 access through Your network to the world wide web or a public internet site by Your employees, including for the purposes of this Definition only, part-time and temporary staff, contractors and others within Your organisation;
- 1.23.3 access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; and
- 1.23.4 the operation and maintenance of Your web site.

2. COVERAGE

In consideration of the payment to the Company of the amounts payable for this insurance, including any amount on account of GST, the Company will indemnify You in accordance with this Policy, provided that the Company will only be liable after the exhaustion of the Deductible.

2.1 Liability

The Company will pay:

- 2.1.1 all sums which You become legally liable to pay by way of compensation;
- 2.1.2 all costs awarded against You;

in respect of Personal Injury or Property Damage happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with Your Business.

2.2 Defence of Claims

With respect to the indemnity provided by this Policy the Company will:

- 2.2.1 defend in Your name and on Your behalf any claim or legal action against You seeking damages on account of Personal Injury or Property Damage even if the action is groundless, false or fraudulent, and the Company will investigate, negotiate and settle any claim or legal action as the Company sees fit;

- 2.2.2 pay all legal costs and expenses incurred by the Company and all interest accruing after entry of judgment until the Company have paid, tendered or deposited in court such part of the judgment as does not exceed the Limit of Liability;
- 2.2.3 reimburse You for all reasonable expenses, other than loss of earnings incurred, with the Company's consent, in the defence of a claim or legal action against You seeking damages on account of Personal Injury or Property Damage;
- 2.2.4 pay reasonable expenses incurred by You for first aid to others at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973).

Provided that:

- 2.2.5 the Company will not be obliged to pay any claim or judgment or to defend any claim or legal action after the Limit of Liability has been exhausted by payment of judgments or settlements;
- 2.2.6 if a payment exceeding the Limit of Liability has to be made to dispose of a claim, or legal action, the Company's liability to pay any costs, expenses and interest under section 2.2 will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim.

The amounts thus incurred, except payments in settlement of claims, actions and all costs awarded against You, are payable by the Company in addition to the Limit of Liability up to a maximum aggregate liability of \$5,000,000 during any one Period of Insurance.

2.3 Limit of Liability

- 2.3.1 The Company's maximum liability in respect of any claim or any series of claims for Personal Injury or Property Damage caused by or arising out of one Occurrence shall not exceed the Limit of Liability;
- 2.3.2 the Company's total aggregate liability during any one Period of Insurance for all claims arising out of Your Products shall not exceed the Limit of Liability.

2.4 Cross Liability

Where more than one party comprises the Insured each of the parties will be considered as a separate and distinct entity and this Policy shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of them provided that nothing in this clause will result in an increase of the Company's Limit of Liability in respect of any Occurrence or Period of Insurance.

3. EXCLUSIONS

This Policy does not cover liability in respect of:

3.1 Aircraft, Aircraft Products and Watercraft

Claims arising out of

- 3.1.1 the ownership, maintenance, operation or use by You or on Your behalf of:
 - 3.1.1.1 any Aircraft; or
 - 3.1.1.2 any Watercraft exceeding 20 metres in length, except where such watercraft are owned and operated by others and used by You for business entertainment; or
 - 3.1.1.3 any Hovercraft.
- 3.1.2 Your Products that are Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or

machinery which to Your knowledge are incorporated in an Aircraft.

3.2 Asbestos

Claims directly or indirectly caused by, contributed to by or arising from exposure to asbestos or materials containing asbestos.

3.3 Assault and Battery

Personal Injury or Property Damage caused by or arising from assault and battery committed by You or at Your direction unless reasonably necessary for the protection of persons or property.

3.4 Contractual Liability

Any obligation assumed by You under any agreement or contract except to the extent that:

- 3.4.1 the liability would have been implied by law;
- 3.4.2 the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges You to effect insurance or provide indemnity in respect of the subject matter of that contract;
- 3.4.3 the liability is assumed by You under a warranty of fitness or quality as regards to Your Products;

3.5 Employment Liability

Personal Injury imposed:

- 3.5.1 by any workers' compensation law;
- 3.5.2 by the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination or contract of employment or workplace agreement; or
- 3.5.3 for and in respect of Employment Practices;

provided that if You are:

- 3.5.4 required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
- 3.5.5 not required to so insure or otherwise fund such liability by reason only that the Personal Injury is to a person who is not a worker or employee for the purposes of the relevant workers' compensation law or the Personal Injury is not an injury which is subject to such law;

then this Policy will respond to the extent that Your liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had You complied with Your obligations pursuant to such law.

3.6 Exports to the USA or Canada

Claims in respect of Personal Injury or Property Damage caused by or arising out of Your Products knowingly exported by You, or Your agents or servants, to the United States of America or Canada.

3.7 Faulty Workmanship

Property Damage to that part of any property upon which You are or have been working where the Property Damage arises from Your work or the cost of performing, correcting or improving any work undertaken by You.

3.8 Fines, Penalties

Fines, penalties or liquidated damages.

3.9 Libel and Slander

The publication or utterance of a libel or slander or other defamatory or disparaging material:

- 3.9.1 made prior to the commencement of the Period of Insurance; or
- 3.9.2 made by You or at Your direction with knowledge of its falsity; or
- 3.9.3 related to advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

3.10 Loss of Use

Loss of use of tangible property which has not been physically damaged, or physically lost or physically destroyed resulting from:

- 3.10.1 a delay in or lack of performance by or on Your behalf of any agreement;
- 3.10.2 the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or implied warranted or represented by You, but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to, or loss or destruction of Your Products after they have been put to use by any person or organisation other than one of You designated in clause 1.21.1 or 1.21.2.

3.11 Pollution

- 3.11.1 Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place;
- 3.11.2 Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage and which occurs outside the United States of America and Canada;
- 3.11.3 the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.

The Company's liability under clauses 3.11.1, 3.11.2 and 3.11.3 in respect of anyone discharge, dispersal, release, seepage, migration or escape and for all discharges, dispersals, releases and escape of Pollutants during anyone Period of Insurance shall not exceed the Limit of Liability.

3.12 Product Defect

Property Damage to Your products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

3.13 Product Recall

Claims arising out of or resulting from any loss, cost or expense incurred by You for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of Your Products or of any property of which they form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

3.14 Professional Liability

The rendering of or failure to render professional advice or service by You or any related error or omission but this exclusion does not apply to:

3.14.1 the rendering of or the failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises; or

3.14.2 professional advice or service, in respect of Your Products, which is not given for a fee.

3.15 Property in Custody or Control

Property Damage to:

3.15.1 property owned by or leased or rented to You; or

3.15.2 property in Your physical or legal control.

But this exclusion does not apply to liability for Property Damage to:

3.15.3 premises (including landlord's fixtures and fittings) which are leased or rented to You;

3.15.4 premises (or their contents) not owned, leased or rented by You but temporarily occupied by You for work therein;

3.15.5 vehicles (not belonging to or used by You) in Your physical or legal control where the Property Damage occurs while the vehicles are in a car park owned or operated by You, unless You own or operate the car park for reward;

3.15.6 the property of an employee of one of You designated in clause 1.21.1 or 1.21.2;

3.15.7 property (excluding any Vehicle which is registered or which is required under any legislation to be registered) in Your physical or legal control for the purpose of repair, service, maintenance or alteration or which is on temporary hire or loan to You, subject to a maximum indemnity of \$100,000 for anyone Occurrence.

3.16 Punitive Damages

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

3.17 Radioactivity

Personal Injury or Property Damage directly or indirectly caused by, contributing to or arising from:

3.17.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;

3.17.2 nuclear weapons material.

3.18 Jurisdiction

3.18.1 Claims made and actions instituted within the United States of America or Canada or any other territory coming within the jurisdiction of the courts of the United States of America or Canada.

3.18.2 Claims and actions to which the laws of the United States of America or Canada apply.

Provided that:

3.18.3 Exclusions 3.18.1 and 3.18.2 do not apply to claims and actions arising from the presence of any of Your employees' and/or directors, partners or proprietors resident outside the United States of America or Canada who is not undertaking manual work or

supervision of work of any kind whilst in the United States of America or Canada;

3.18.4 the Limit of Liability in respect of coverage provided under clause 3.18.3 is inclusive of all costs, expenses and interest as set out in clause 2.2 of this Policy.

3.19 Terrorism

Personal Injury or Property Damage of whatsoever nature directly or indirectly caused by, or resulting from or in connection with any:

3.19.1 Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Personal Injury or Property Damage; or

3.19.2 action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

3.20 Tobacco

Personal Injury arising directly or indirectly out of or due to the inhalation or ingestion of, or exposure to:

3.20.1 tobacco or tobacco smoke;

3.20.2 any ingredient or additive present in any articles, items or goods which contain or include tobacco.

3.21 Vehicles

Personal Injury or Property Damage arising out of the ownership, possession, operation, maintenance or use by You or on Your behalf of any Vehicle:

3.21.1 which is registered or which is required under any legislation to be registered; or

3.21.2 in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Exclusions 3.21.1 to 3.21.2 do not apply to:

3.21.3 Personal Injury where:

3.21.3.1 that compulsory liability insurance or statutory indemnity does not provide indemnity and

3.21.3.2 the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.

3.21.4 Property Damage arising out of and during the loading or unloading of goods to or from any Vehicle.

3.21.5 Property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading or unloading, whilst being operated or used by You or on Your behalf within the confines of the Venue.

3.21.6 Property Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any Vehicle (excluding whilst the vehicle is travelling, transporting or carting goods) at any work site.

3.21.7 Property Damage caused by or arising from the operation or use of any unregistered Vehicle whilst being operated or used by You or on Your behalf within the confines of the Venue.

3.22 War

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or expropriation including lawful seizure, resumption, confiscation, nationalisation, destruction or damage to property by or under the order of any Government or public or local authority.

3.23 Information Technology, Computer Data, Program and Storage Media

3.23.1 Personal Injury or Property Damage arising directly or indirectly out of or in any way involving Your Internet Operations.

This Exclusion does not apply to Personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

This Exclusion also does not apply to liability which arises irrespective of the involvement of Your Internet Operations.

Nothing in this Exclusion shall be construed to extend coverage provided under this Policy to any Liability which would not have been covered in the absence of this Exclusion.

3.23.2 Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

3.23.2.1 the use of computer hardware or software; or

3.23.2.2 the provision of computer or telecommunication services by You or on Your behalf; or

3.23.2.3 the use of computer hardware or software belonging to any third party, whether authorized or unauthorised including Property Damage caused by any computer virus.

4. CONDITIONS

4.1 Deleted

4.2 Cancellation

4.2.1 You may cancel this Policy by giving written notice to the Company.

4.2.2 The Company may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act 1984.

4.2.3 If this Policy is cancelled by either You or the Company, the Company will refund the Premium for the unexpired portion.

4.3 Claims

4.3.1 You must not without the Company's written consent make any admission, offer, promise or payment in connection with any Occurrence or claim and the Company will be entitled to take over and conduct in Your name the defence or settlement of any claim.

4.3.2 You must use Your best endeavours to preserve all property, products, appliances and plant and all other things which may assist in the investigation or defence of a claim or in the exercise of right of subrogation and so far as may be reasonably practicable You must not without the Company's written consent carry out any alteration or repair until the Company has had an opportunity of inspection.

4.3.3 The Company will have full discretion in the conduct of any proceedings in connection with any claim and You must give all information and assistance as the Company may require in the prosecution, defence or settlement of any claim.

4.4 Discharge of Liabilities

The Company may at any time pay to You in respect of all claims against You arising from an Occurrence the balance of the Limit of Liability or any smaller sum for which the claim or claims can be settled and upon that payment the Company will relinquish conduct or control of and be under no further liability under this Policy in

connection with those claims except for costs, charges and expenses:

4.4.1 recoverable from You for all or part of the period prior to the date of such payment;

4.4.2 incurred by the Company;

4.4.3 incurred by You with the Company's written consent prior to the date of such payment.

4.5 Due Observance

If You fail to comply with any provision of the Policy, the Company may refuse to pay a claim, but in any event the Company's rights will be subject to Section 54 of the Insurance Contracts Act 1984.

4.6 Inspection of Property

4.6.1 The Company will be permitted but not obligated to inspect Your property and operations at any time.

4.6.2 Neither the company's right to inspect nor the Company's failure to inspect nor the making of any inspection nor any report of an inspection may be used by You or others in any action or proceeding involving the Company.

4.6.3 The Company may examine and audit Your books and records at any time during the Period of Insurance and within three years thereafter but that examination and audit will be restricted to matters which in the Company's opinion are relevant to the Policy.

4.7 Insurance Contracts Act 1984

Nothing contained in this Policy is to be construed to reduce or waive either Your or the Company's privileges, rights or remedies available under the Insurance Contracts Act 1984.

4.8 Jurisdiction

All disputes arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia.

4.9 Notices

You must as soon as possible give to the Company notice in writing of

4.9.1 every Occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not You believe any claim amount might fall below the applicable Deductible;

4.9.2 every change (including anything done or not done by You) that comes to Your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy.

Any notice given in writing by the Company to the first named Insured specified in the Schedule will be treated as notice to each of the parties comprising the Insured.

Service of notices by the Company will be effective immediately on receipt by the first named Insured of a letter or electronic communication sent by the Company or in the case of notices by post, three business days after having been posted by the Company.

4.10 Other Insurance

As soon as is reasonably practical but in any case within 15 days after entering into any other contract of insurance, You must notify the Company of, and give the Company full details of, any other insurance which provides indemnity, in full or in part, for any of the liabilities insured under this Policy.

4.11 Payment of Premium

You will pay promptly to the Company the premium, any adjustments of premium, any amount on account of GST and other amounts charged for this Policy and any renewal, extension or endorsement to the Policy.

4.12 Preventing the Company's Right of Recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability, which is covered by this Policy, the Company will not cover You under this Policy for that loss, damage or liability.

4.13 Reasonable Care

You must:

- 4.13.1 exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
- 4.13.2 take all reasonable precautions to prevent Personal Injury and Property Damage, and prevent the manufacture, sale or supply of defective Products, and comply with and ensure that Your employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
 - 4.13.2.1 safety of persons or property;
 - 4.13.2.2 disposal of waste products;
 - 4.13.2.3 handling, storage or use of flammable liquids or substances, gases or toxic chemicals.
 - 4.13.2.4 At Your own expense take reasonable action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect, including (but not limited to) any of Your Products subject to governmental or statutory ban.

4.14 Subrogation

The Company may prosecute in Your name for damages or otherwise. The Company may do this before or after the Company has paid Your claim and whether or not You have been fully compensated for Your actual loss. You must execute and deliver instruments and papers and do everything that is necessary to assist the Company in the exercise of those rights.

4.15 Goods and Services Tax (GST)

GST and Input Tax Credit have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act (1999) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium. Where the company pays a claim and You have paid an amount for GST on acquisitions in connection with Your claim, the Company will cover You for that GST, less any input Tax Credit You may be able to claim for Your acquisitions. This amount is included in the Limit of Liability shown on the Schedule. This is the maximum amount the Company will pay inclusive of GST. You must advise us of Your correct Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

QBE'S PRIVACY PROMISE

QBE are committed to safeguarding privacy and the confidentiality of personal information. QBE will only collect personal information from You, which is relevant to Your application or proposal for insurance or Your insurance policy, including claims made by You and use it in a way You would reasonably expect.

When QBE collect information about Your business that identifies an individual, it becomes personal information and subject to the Privacy Act. Without this personal information QBE may not be able to issue insurance cover or process Your claim.

QBE or QBE's authorised agent, may disclose personal information

collected from You:

- To an investigator, assessor, surveyor, accountant, repairer, supplier, health service provider, Your broker or State or Federal Authority (for the purpose of investigating, assessing or processing Your claim);
- To a lawyer or recovery agent (for the purpose of defending an action by a third party against You or for the purpose of recovering QBE's costs including Your Deductible or for the drafting of policy wording or documentation);
- To another insurer (for the purpose of seeking recovery from them or to assist them to assess insurance risks) or a reinsurer or reinsurance broker;
- To an insurance reference bureau (for the purpose of recording any claims You make upon Us);
- To a witness or another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained from the above people or organisations relating to Your insurance. QBE may also obtain personal information when obtaining financial or credit information from commercial credit reporting organisations or financial institutions.

In addition QBE will:

- Give the individual the opportunity to correct their personal information, or obtain access to it (some restrictions and costs may apply);
- Provide QBE's dispute resolution procedures to the individual in respect of any complaint they may have regarding their personal information.

Where You name a person as a partner, director, officer, employee or other position as required on QBE's proposal form, QBE will rely on You having informed those people that You will be providing their names, positions, professional body membership or other personal information to QBE.

QBE would appreciate it if You would provide a copy of this Privacy Promise to any person whose information has been provided to QBE by You for the purpose of obtaining Corporate Liability insurance cover.

Further information can be obtained by contacting QBE's Compliance Manager by:

Telephone: **02 9375 4656**

Fax: **02 9221 1330**

or e-mail: **compliance.manager@qbe.com**

(02/2004)