HDI GLOBAL, SE – AUSTRALIA
ABN 55 490 279 016 ARBN 134 049 951
Level 19, 20 Martin Place
Sydney NSW 2000
Tel: (02) 8274 4200 Fax (02) 8274 4299
www.hdi.global

Endorsement Notice

POLICY NUMBER:	**01821085-14005**
INSURED:	**Marsh All-Other Golfers Liability Program** and/or its/their subsidiary and/or related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance) for their respective rights, titles and interests.
EFFECTIVE DATE:	**30th June 2026**

Notwithstanding anything contained in this policy to the contrary, it is agreed and declared that the following amendments are made to the policy WEF 30th June 2026:

Third Party Property Damage Exclusion Applicable to Golf Carts and Personal Electronic Devices is deleted and replaced by:

Property Damage Exclusion Applicable to Golf Carts and Personal Electronic Devices

This Policy excludes any claim, loss, damage, liability, or costs and expenses incurred directly or indirectly in connection with property damage to:

a) any Golf Cart; or
b) any Personal Electronic Device;

where such damage arises from the operation of a Golf Cart.

For the avoidance of doubt, this exclusion applies only to Property Damage to Golf Carts and Personal Electronic Devices and does not apply to third party bodily injury claims.

The following Definitions are added to the policy WEF 30th June 2026:

Definition of Golf Cart
Golf Cart means any motorised vehicle designed and manufactured principally for the transportation of golfers on or around golf course premises.

Golf Cart includes electric, petrol, diesel or battery-powered golf carts and similar personnel carriers used in connection with golfing activities.

Golf Cart does not include:

a) any electric or motorised golf buggy designed principally for the transportation of golf clubs, golfing equipment or accessories whilst the user remains on foot;
b) any motor vehicle required to be registered for road use;

c) any personal mobility device, mobility scooter or wheelchair;
d) any utility vehicle, maintenance vehicle, groundskeeping vehicle, tractor or mower; or
e) any other vehicle primarily designed for purposes other than the transportation of golfers.

Definition of Personal Electronic Device
Personal Electronic Device means any portable electronic device and includes mobile telephones, smartphones, tablets, laptops, computers, smart watches, GPS devices, rangefinders, cameras, launch monitors and any similar electronic device.

All other terms and conditions remain unaltered.

Signed for and on behalf of



Ashley Barrett
Liability Manager Queensland
HDI Global SE Australia

Dated ... ...15/08/2026 .....

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EFFECTIVE DATE:	**1st October 2026**

Notwithstanding anything contained in this policy to the contrary, it is agreed and declared that the following amendments are made to the policy WEF 1st October 2026:

Golf Cart Storage, Battery Charging and Powered Equipment Exclusion

This Policy excludes any claim arising directly or indirectly from:

a) the storage, transport, charging, maintenance or repair of any Golf Cart;
b) the storage, transport, charging, maintenance or repair of any electric or motorised golf buggy designed principally for the transportation of golf clubs, golfing equipment or accessories whilst the user remains on foot;
c) the storage, transport, charging, maintenance or repair of any battery, battery charging system or battery charging equipment associated with the items described in a) or b); or
d) the storage, transport, charging, maintenance or repair of all other battery-powered, electrically powered or mechanically powered items of equipment.

This exclusion includes any claim arising from fire, explosion, overheating, thermal runaway, electrical malfunction or similar event arising from any of the above.

In all other respects the Policy Terms, Conditions and Exclusions remain unaltered.

Signed for and on behalf of



Ashley Barrett
Liability Manager Queensland
HDI Global SE Australia

Dated……15/08/2026……

Following Endorsements attach to and form part of the All Other Golfers Liability Policy:

Cyber Liability Exclusion

The Company shall not be liable under this policy in respect of any liability directly or indirectly caused by, arising out of or in any way connected with;
(a) unauthorised access (including access by Malware) to;
(b) the presence of Malware on;
(c) the spread of Malware by;
(d) the unauthorised use of;
(e) the malicious use of; or
(f) malicious interference with (including, but not limited to, a distributed denial of service attack against);
any Computer System:

(i) owned, operated, controlled, leased or used; or
(ii) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed;
by or on behalf of the Insured.

For the purposes of this exclusion only:

Computer System means
any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

Data means
any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

Malware means
programmes, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or Data within, any software or Computer System, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
   (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Product Liability Exclusion

This Policy does not cover any legal liability arising out of or in any way connected with Products.

Property in Physical or Legal Control Exclusion Amendment

Exclusion 3. Property in Physical or Legal Control is hereby deleted and replaced with:

Property Damage to property owned by or leased or rented to the Insured or property in the Insured's physical or legal control, other than:

(a) premises which are leased or rented to the Insured;
(b) premises which the Insured temporarily occupies in order for the Insured to carry out work;
(c) Vehicles (not belonging to the Insured or used by the Insured) in the Insured's physical or legal control whilst in a car park owned or operated by the Insured, unless part of the Insured's business is the operation of a car park for reward;
(d) employee's property; or
(e) other property in the Insured's physical or legal control, provided that the amount payable shall not exceed $50,000 for any one Occurrence and in the aggregate during any one Period of Insurance. However, the Company shall not be liable for Property Damage to property upon which the Insured is or had been working where such Property Damage arises from the Insured's work.

Professional Liability Exclusion (Except First Aid)

This Policy is amended by the following Endorsement:
Exclusion '5. PROFESSIONAL LIABILITY is deleted and replaced by:

5. PROFESSIONAL LIABILITY
Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with:
(a) the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith;
(b) any design, plan, specification, formula or pattern provided by the Insured, or any error or omission connected therewith.
This exclusion shall not apply to Claims in respect of Personal Injury or Property Damage caused by or arising out of or in connection with the rendering of or failure to render:
(i) medical advice or service by medical persons employed by the Insured to provide first aid and other medical services on its premises.

Medical Malpractice (Absolute) Exclusion

This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with the following professional services:

i. medical, surgical, dental or nursing treatment including the furnishing of food or beverages in connection therewith;

ii. furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

iii. handling of or performing post mortem examinations on human bodies;

iv. service by any person as a member of a formal accreditation or similar professional board or committee of the Insured or as a person charged with the duty of executing directives of any such board or committee.

Molestation Exclusion

This Policy does not cover any liability directly or indirectly caused by, arising out of or in any way connected with Personal Injury arising out of sexual and/or child assault or molestation or attempt thereat committed or alleged to have been committed.

Definition of Insured Amendment

The definitions of "Insured" is deleted and replaced with:
Insured means:

a) the Insured named in the Schedule;
b) any player (identified and/or unidentified) whilst participating in a Golfing Event at the Insureds golf club;
c) any participant whilst trialling at a Golfing Event at the Insureds golf club;
d) any player participating in a golf clinic, promotional, social or fundraising activity or sponsored golf event at the Insureds golf club.

Definition of Golfing Event Amendment

The following definition is added to the policy
Golfing Event means:
whilst playing and/or practicing golf or attending a golfing activity at the Insureds golf club.

Third Party Property Damage Exclusion Applicable to Golf Carts and Personal Electronic Devices

This policy excludes any claim, loss, damage, liability or costs and expenses incurred directly or indirectly in connection with third party property damage claims relating to Golf Carts and Personal Electronic Devices. This exclusion shall not apply to third party bodily injury claims.

Player to Player Endorsement

This policy covers any Personal Injury caused, or contributed to, by any player to any other player whilst participating in a Golfing Event at the Insureds premises / golf club.

Pay on behalf of Condition

Claims can be reimbursed to Insured Clubs where they settle losses directly with third parties, up to the applicable deductible. Any claims expected to exceed the deductible must remain notifiable to the Company in line with the Policy Schedule and Wording.

For notified matters, the Company will endeavour to provide a written response within 5 business days to confirm agreement to the proposed settlement or advise on next steps.

In all other respects this Policy remains unaltered

Interpretation

In the Policy, "includes" and "including" are not words of limitation.
Where 'property' or 'Property' are used in the Policy, they do not include Electronic Data.

Governing Law
This Policy is governed by and must be construed according to the law applying in Australia.

Jurisdiction
Each party irrevocably:

a) submits to the non-exclusive jurisdiction of the courts of Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Policy; and
b) waives any objection it may now or in the future have to the venue of any proceedings, and any Claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause (a).

Insuring Clause

Subject to the Limits of Liability stated in the Schedule, the Company will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay for compensation in respect of:

1. **Personal Injury;**
2. **Property Damage;** or
3. **Advertising Liability,**

first happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence and happening in connection with the Insured's Business or Products.

Additional Payments

The Company will pay, in addition to the Limit of Liability, all:

1. charges, expenses and legal costs incurred by the Company or by the Insured with the written consent of the Company in the defence of any Claim.
2. expenses incurred by the Insured for first aid to others at the time of any Personal Injury; and
3. expenses incurred by the Insured for the temporary repair or shoring up or preservation of property which has been damaged.

These additional payments are payable provided that:

a) they result from an Occurrence for which indemnity is otherwise provided by this Policy;
b) the Company shall not be obliged to pay any Claim or judgement or to defend any suit after the Limit of Liability has been exhausted by payment of judgements or settlements;
c) if a payment exceeding the Limit of Liability has to be made to dispose of a Claim, the liability of the Company for any additional payments shall be limited to that proportion of the additional payments that reflects the proportion that the Limit of Liability bears to the payment; and
d) if a Claim is made against the Insured in any court or before any other legally constituted body in the United States of America or Canada arising from the export of the Products to the United States of America or Canada or business visits to the United States of America or Canada by executives or salespersons normally resident in the Commonwealth of Australia, the Limit of Liability shall apply to such Claim inclusive of all additional payments.

Limit of Liability

The liability of the Company for all compensation payable in respect of each Occurrence shall not exceed the Limit of Liability.

All Claims for compensation that result from one original source, or one original cause, shall be considered to have been caused by a single Occurrence.

The total aggregate liability of the Company to pay compensation under this Policy in respect of all Personal Injury, Property Damage and Advertising Liability arising out of the Products occurring during any one Period of Insurance shall not exceed the Limit of Liability stated in the Schedule in respect of that Period of Insurance.

The Insured must pay, and the Company will not be liable for, the amount stated in the Schedule as the deductible in respect of each and every Occurrence. This condition applies to any liability arising out of an Occurrence, including but not limited to indemnity payments and all costs of investigation, defence and settlement. This condition does not relieve the Insured of its obligations stated in Conditions 3 and 4 of this Policy.

Exclusions

The Company shall not be liable for Claims caused by or arising directly or indirectly out of or in connection with:

1. Employers Liability

a) Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is or would have been provided under a policy in a form prescribed or approved or issued pursuant to any workers' or workmen's compensation or accident compensation legislation applicable to the Insured or any extension of such policy granted on request as a matter of usual practice by insurers authorised to issue such policies;
b) Personal Injury to any person arising out of or sustained in or through:
    i. the course of employment or deemed employment of that person in the service of the Insured; or
    ii. through a breach of any duty owed to that person;
c) liability imposed by the provisions of any workers' or workmen's compensation legislation or accident compensation legislation or any industrial award or agreement or determination;
d) Personal Injury to any person in the service of the Insured which arises from any liability imposed by an industrial award, agreement or determination;
e) Employment Practices.

2. Vehicles

Personal Injury or Property Damage caused by or arising out of the use of, or ownership or operation by the Insured of, any Vehicle which is legally required to be registered or legally required to be insured.

This exclusion shall not apply to Personal Injury or Property Damage:

a) caused by or arising out of the delivery or collection of goods to or from any Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriage-way or thoroughfare;
b) arising during the use of any Tool of Trade at any site where the Insured is working or at the Insured's premises, unless the Tool of Trade is used only for the transportation or haulage of goods; or
c) caused by or arising out of the use of an unregistered Vehicle whilst being driven under its own power between its point of unloading and a worksite and whilst returning from a worksite to the point of reloading for its conveyance from the area,

provided that no other indemnity is provided for such Personal Injury under a contract of insurance entered into for the purpose of a law that relates to compensation for Personal Injury arising out of the use of a Vehicle.

3. Property in Physical or Legal Control

Property Damage to property owned by or leased or rented to the Insured or property in the Insured's physical or legal control, other than:

a) premises which are leased or rented to the Insured;
b) premises which the Insured temporarily occupies in order for the Insured to carry out work;
c) Vehicles (not belonging to the Insured or used by the Insured) in the Insured's physical or legal control whilst in a car park owned or operated by the Insured, unless part of the Insured's business is the operation of a car park for reward;
d) employee's property; or
e) other property in the Insured's physical or legal control, provided that the amount payable shall not exceed $500,000 for any one Occurrence and in the aggregate during any one Period of Insurance. However, the Company shall not be liable for Property Damage to property upon which the Insured is or had been working where such Property Damage arises from the Insured's work.

4. Repair, Replacement or Recall of Products

a) Property Damage to the Products other than those Products repaired, serviced or treated by the Insured after such Products were originally sold, supplied or distributed.
b) damages, costs or expenses claimed for:
    i. the inspection, repair, removal, replacement or loss of use of the Products; or
    ii. the recall of the Products or of work completed by or for the Insured or of any property of which the Products or work form a part.
c) any Product warranty or guarantee given by or on behalf of the Insured. Exclusion 4(c) does not apply to any warranty as to product safety implied by statute.

5. Professional Liability

Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with:

a) the rendering of or the failure to render professional advice or service provided by the Insured for a fee, or any error or omission connected therewith;
b) any design, plan, specification, formula or pattern provided by the Insured for a fee, or any error or omission connected therewith.

This exclusion shall not apply to Claims in respect of Personal Injury or Property Damage caused by or arising out of or in connection with the rendering of or failure to render:

i. medical advice or service by medical persons employed by the Insured to provide first aid and other medical services on its premises; or
ii. professional advice or service where such professional advice or service is not given for a fee.

6. Aggravated, Punitive or Exemplary Damages, Liquidated Damages and Fines or Penalties

a) aggravated, punitive or exemplary damages;
b) liquidated damages;
c) fines or penalties imposed by law or assumed by the Insured under any contract, warranty or agreement.

7. Watercraft, Aircraft

Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with the:

a) ownership, use or operation by or on behalf of the Insured of:
    i. any Watercraft exceeding 15 metres in length, except where such Watercraft are:

(1) operated by independent contractors;
(2) not owned by the Insured but used by the Insured for business entertainment;

ii. any Aircraft;
iii. any property used for the purpose of an airport or any commercial Aircraft landing strip or helipad.

b) Products which the Insured knew or had reasonable cause to believe would be or are installed in any Aircraft.
c) repair, maintenance, servicing of, or installation in or on, any Aircraft.

8. Asbestos

Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with:

a) mining, manufacture, handling, sale, processing, transportation, distribution, storage or use of asbestos or asbestos products or products containing asbestos;
b) any process of decontamination, removal, treatment or control of asbestos or asbestos products or products containing asbestos. This Exclusion 8 (b) shall only apply to those Claims arising in consequence of inhalation of asbestos fibre or damage to or loss of use of property due to the presence of asbestos in any form.

9. Libel and Slander

The publication of a libel or slander prior to the inception date of this Policy or made at the direction of the Insured with knowledge of the falsity thereof.

10. War/Terrorism

Any liability of whatsoever nature caused by or arising directly or indirectly out of or in connection with:

a) war, invasion, acts of foreign enemies, or hostilities (whether war is declared or otherwise);
b) insurrection, civil or military uprising, rebellion, civil war or usurped power;
c) terrorism; being any act of any person or group of people, involving the use of or threat of force or violence, where the purpose of the act by its nature or context is to further a political, religious or ideological aim and/or to intimidate or influence a government (whether lawfully constituted or otherwise), the public or any section of the public;
d) the confiscation, nationalisation, requisition or destruction of, or damage to, any property by or under order (whether lawful or otherwise) of any government, public or local authority; or
e) the imposition of any economic, trade or political sanctions (whether lawful or otherwise) by any sovereign power.

11. Advertising Liability

Advertising Liability:

a) for statements made at the direction of the Insured with the knowledge of the illegality or falsity thereof;
b) for breach of contract, other than misappropriation of advertising ideas contrary to an implied contract;
c) for infringement or passing off of a trade mark, service mark or trade name on any products, goods or services sold, offered for sale or advertised. This does not apply to infringement of titles or slogans;
d) arising from export of the Products to or business visits by directors, officers, employees, executives or salespersons to the United States of America or Canada;
e) for any Insured whose business is advertising, broadcasting, publishing or telecasting;
f) for incorrect description of the price of Products;
g) for failure of Products to conform with advertised performance, quality, fitness or durability. This Exclusion (g) does not apply to any warranty as to product safety implied by statute.

12. Radioactive Contamination

Any liability of whatsoever nature caused by or arising directly or indirectly out of or in connection with:

a) ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material, whether occurring naturally or otherwise; or
b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
c) the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

13. Pollution

a) Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with the discharge, dispersal, release or escape of Pollutants;
b) the cost of removing, nullifying or cleaning up Pollutants;
c) the cost of preventing the escape of Pollutants.

Exclusion 13 (a) and (b) shall not apply where the Claim arises from a sudden identifiable, unintended and unexpected event from the standpoint of the Insured which takes place in its entirety at a specific time and place and occurs outside of the United States of America or Canada.

14. Contractual Liability

Any liability assumed by the Insured under any contract, warranty or agreement requiring:

a) insurance to be effected on any property not owned by the Insured;
b) the assumption of liability for Personal Injury or Property Damage or Advertising Liability, except to the extent that such liability would otherwise have arisen at law; or
c) the waiving or limiting of the Insured's rights of recovery against another party.

This Exclusion shall not apply to:

i. liability assumed under an Incidental Contract;
ii. liability assumed with respect to the Products under a warranty as to product safety implied by statute.

15. Tobacco

Personal Injury caused by or arising directly or indirectly out of or in connection with the inhalation or ingestion of, or exposure to, tobacco or tobacco smoke.

16. Faulty Workmanship

The cost of performing, completing, correcting or improving any work undertaken by the Insured.

17. Electronic Data

a) communication, display, distribution or publication of Electronic Data.

However, this exclusion does not apply to bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them.

b)

i. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
ii. error in creating, amending, entering, deleting or using Electronic Data; or
iii. total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

18. Territorial Limits

Personal Injury, Property Damage or Advertising Liability happening outside the Territorial Limits.

19. Sanctions

The Company shall not be deemed to provide cover and shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such Claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, one of its member states, Australia or the United States of America.

Definitions

In this document, the Schedule and the Endorsements, capitalised words have the following meanings:

a) libel or slander;
b) infringement of copyright of or passing off of title or slogan;
c) unfair competition, piracy or idea misappropriation contrary to an implied contract; or
d) invasion of privacy,

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast arising out of any advertising activities conducted by or on behalf of the Insured, in the course of advertising its Products, goods or services.

2. Aircraft

Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

3. Business means

All activities and operations of the business stated in the Schedule, including:

a) the ownership and tenancy of premises;
b) private work carried out with the consent of the Insured by the Insured's employees for any director or senior executive officer of the Insured; and
c) the provision or management of canteen, social, sports, welfare or child care organisations for the Insured's employees and internal first aid, fire and ambulance services.

4. Claim(s) means

Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter-claim or third party notice issued against or served upon the Insured.

5. Electronic Data means

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

6. Employment Practices means

Any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of employment by the Insured.

7. Incidental Contracts means

a) any written contract for the lease of property, but does not include contracts in which the Insured accepts an obligation to insure such property, or agreed to accept liability regardless of fault;
b) any written contract with any public authority for the supply of water, gas, electricity, telephone, or internet services except a contract made or entered into with such authority for work done or to be done for such authority;
c) any written contract with any railway authority for the loading, unloading, or transport of the Products or any contract relating to the operation of railway sidings.

8. Insured means

a) the Insured named in the Schedule, including subsidiaries whose place of incorporation is within the Commonwealth of Australia;
b) any director, executive officer, partner or employee of the Insured specified in 8 (a) above, but only whilst acting within the scope of their duties in such capacity;
c) any person who acts as principal for a party specified in 8 (a) above (contractor), but only:
   i. in respect of the principal's vicarious liability for an act or omission of the contractor in the course of the contractor performing any contract for the performance of work for the principal;
   ii. if the contractor is legally liable to a third party for Personal Injury or Property Damage directly caused by an act or omission of the contractor; and
   iii. to the extent that the contract requires the principal to be vicariously liable for the act or omission; and
   iv. if the principal is not entitled to be indemnified for its liability under another policy of insurance;
d) any office bearer or member of the canteen, social, sports, welfare or child care organisations for the Insured's employees and internal first aid, fire or ambulance services formed with the consent of the Insured (other than a person specified in 8 (c) above), but only whilst acting within the scope of their duties in such capacity;
e) any director or senior executive of the Insured specified in 8 (a) above in respect of private work undertaken by the Insured's employees for such director or senior executive.

9. Limit of Liability means

The amount shown in the Schedule as the limit of liability.

10. Occurrence(s) means

An event or series of events, including continuous or repeated exposure to substantially the same general conditions which results, unexpectedly and unintentionally from the standpoint of the Insured, in Personal Injury or Property Damage or Advertising Liability during the Period of Insurance. All Personal Injury or Property Damage attributable to one source or original cause shall be deemed to be one Occurrence.

With regards to Advertising Liability, all liability arising out of the same injurious material or act, regardless of the number or kind of media used, the frequency or repetition thereof and number of claimants, shall be deemed to be one Occurrence.

11. Period of Insurance means

The period of insurance shown on the Schedule during which cover is provided under this Policy.

12. Personal Injury means

a) Bodily injury, death, sickness, disease, shock, fright, mental anguish or mental injury;
b) false arrest, false detention, wrongful imprisonment or malicious prosecution;
c) libel or slander;
d) wrongful entry, wrongful eviction or invasion of privacy;
e) assault or battery committed by any employee of the Insured whilst engaged in the Insured's Business, but excluding acts committed at the direction of the Insured unless so directed for the purpose of preventing or eliminating danger to persons or property.

In the event of Claims for Personal Injury arising from latent injury, latent disease or latent sickness, such injury, disease or sickness in respect of each Claim shall be deemed to have first happened on the day such injury, disease or sickness was first medically diagnosed, provided that diagnosis must first occur during the Period of Insurance.

13. Policy means

This document, the Schedule and any endorsement.

14. Pollutants means

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

15. Products means

Anything (after it has ceased to be in the physical custody or under the legal control of the Insured) which is or is deemed to have been manufactured, grown, extracted, produced, processed, sold, supplied, distributed, imported, exported, repaired, serviced, installed, assembled, erected or constructed by the Insured (including packaging or containers) in the course of the Business.

16. Property Damage means

a) physical damage to, or loss or destruction of, tangible property including loss of use resulting therefrom. All such loss of use shall be deemed to have happened at the time of the physical damage that caused it;
b) loss of use of tangible property which has not been physically damaged or destroyed, provided such loss of use is caused by physical damage of other tangible property which first happened during the Period of Insurance and does not result from:
    i. delay in, or lack of performance by or on behalf of, the Insured of any contract; or
    ii. the failure of the Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured. However, this does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Products after such Products have been put to use by any person or organisation other than the Insured.

    All such loss of use shall be deemed to have happened at the time of the physical damage that caused it.

In the event of Claims arising from latent damage or from the exposure of tangible property to gradual deterioration and eventual damage, such Property Damage shall be deemed to have happened on the day such deterioration or damage was first discovered.

17. Schedule means

The document identified as the Schedule which specifies the particulars of the insurance to which the Company refers to in this Policy.

18. Territorial Limits means

Anywhere in the world except the United States of America and Canada.
PROVIDED THAT if the Insured has no legal presence in the United States of America or Canada, whether by an attorney or registered company, parent company or subsidiary, the Territorial Limits shall include the United States of America and Canada but only in respect to:

a) Products exported to the United States of America and Canada without the knowledge of the Insured, the Insured's agents or employees;
b) business visits by executives or salespersons normally resident in the Commonwealth of Australia.

19. Tool of Trade means

Any Vehicle which has attached as an integral part of it any equipment for mechanical digging, scraping, grading, drilling, lifting or levelling, provided that the Vehicle will only be a Tool of Trade while the equipment on that Vehicle is being used for the purpose for which such equipment was designed.

20. Vehicle means

Any machine, including attachments thereto, designed to travel on wheels or on self-laid tracks and made or intended to be propelled other than by manual or animal power.

21. Watercraft means

Any vessel, craft or thing made or intended to float on or in, or to travel on or through or under, water.

Conditions

1. Change of Risk

Every change materially affecting the facts or circumstances degree or amount of risk existing at the commencement of this insurance or at any subsequent renewal date shall be notified in writing to the Company as soon as such change comes to the notice of the Insured or any officer or representative of the Insured. On receipt of such notice the Company may vary the terms of this Policy and charge such additional premium as the Company may determine appropriate in the circumstances.

2. Reasonable Care and Precautions

a) The Insured shall take all reasonable care and precautions:
   i. to prevent Personal Injury, Property Damage or Advertising Liability losses;
   ii. to prevent the manufacture, sale or supply of Products which are defective; and
   iii. to comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

b) The Insured shall at its own expense trace, recall or modify any of the Products containing any defect or deficiency of which the Insured has knowledge or has reason to suspect.

c) If the Insured fails to comply with (a) or (b) above, the Company may refuse to pay any Claim, or may reduce its liability in respect of a Claim, if the Claim or a part of the Claim arises out of or is attributable to or is increased by the Insured's failure.

3. Notice and Proof of Claim

Upon the discovery of any Personal Injury, Property Damage or Advertising Liability loss or circumstance giving rise or likely to give rise to a Claim under this Policy, the Insured shall:

a) give notice in writing to the Company immediately after the Insured becomes aware of such loss or circumstance and within 30 days thereafter provide, at the Insured's own expense, a written statement of the cause and the amount of loss and any other proof or information with respect to the Claim that may be reasonably required;

b) give the Company details of any other insurance covering or which may cover the same loss;

c) take reasonable steps to prevent further loss; and

d) at all reasonable times permit the Company or its agents to enquire into, investigate and examine the circumstances of any loss.

4. Liability Not to be Admitted

The Insured shall not admit liability for, or offer or agree to settle, any Claim without the written consent of the Company. The Company shall be entitled to take over and defend, in the name of the Insured, any Claim with full discretion in the conduct of that Claim.

5. Fraudulent Claim

If the Insured or anyone acting upon the Insured's behalf is in any way fraudulent in obtaining any benefit under this Policy, the Company may deny liability in respect of any Claim and cancel the Policy pursuant to Condition 9 of this Policy.

6. Notice

Every notice or communication to the Company shall be in writing and sent to the office of the Company at which the Policy was issued. The Company shall not be deemed to have notice or knowledge of anything relating to the Policy or any Claim or with reference to the risk insured under this Policy unless written notice is given in accordance with this condition.

7. Subrogation

The Insured shall, at any time at the request and expense of the Company, permit all reasonable steps required to enforce any rights to which the Company would be entitled on payment of or making good of any loss under this Policy. If the Company recovers an amount greater than the Company's outlays in respect of the Insured's Claim and the expenses of recovery, any excess amount will be paid to the Insured.

8. No Liability to Indemnify

In the event of any dispute between the Company and the Insured arising out of the application of this Policy in respect to any exports of Products to or business visits to the United States of America or Canada, no indemnity will attach unless such dispute is determined as above or by a court in the Commonwealth of Australia in accordance with the laws of the Commonwealth, States or Territories of the Commonwealth of Australia.

9. Cancellation

The Company may cancel this Policy as specified under the Insurance Contracts Act 1984 (as amended).

10. Joint Insured

Where the Insured is comprised of more than one party:

a) information supplied to the Company shall be deemed to have been furnished by and on behalf of all such parties; and
b) any information supplied to the Company or any omission or non-disclosure in relation to any renewal or extension of this Policy, shall be deemed to have been furnished, omitted or withheld on behalf of all such parties.

11. Cross Liability

Subject to Condition 10, for the purpose of this Policy each of the parties comprising the Insured shall be considered as a separate legal entity and the word "Insured" shall apply to each party as if a separate policy had been issued to each of them, but nothing contained in this Policy shall operate to increase the Limit of Liability.

12. Other Insurance

If there is or but for the existence of this Policy there would be, any other policy of insurance or indemnity in favour of or effected by or on behalf of the Insured applicable to the Personal Injury or Property Damage, the insurance under this Policy shall be excess insurance over and above the indemnity or amount of liability covered under such policy of insurance or indemnity.

13. Conduct of Claims

In respect of Occurrences covered by this Policy, the Company will have the right to defend any Claim even if such Claim is groundless, false or fraudulent and to make such investigation, negotiation and settlement of any Claim as it deems expedient.
In jurisdictions in which the Company may be prevented by law or otherwise from performing its obligations under this Policy, the Company will pay expenses incurred with its written consent in accordance with the "Additional Payments" section of this Policy.