

Chubb Broadform Liability &
Environmental Protect Insurance
Policy Schedule and Wording

CHUBB®

Casualty

Contents

Contents 2

Important Notices 3

Financial Strength Rating 4

Coverage Section A – Broadform Liability Insurance Wording 5

Coverage Section B – Environmental Protect Insurance Claims-Made Policy Wording 16

General Conditions Applicable To Coverage Sections A & B 26

Privacy Statement 28

About Chubb in Australia 29

Contact Us 29

Important Notices

Your Duty of Disclosure

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

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

Financial Strength Rating

At the time of print, Chubb Insurance Australia Limited has an “AA-” insurer financial strength rating given by Standard & Poor’s (Australia) Pty Limited. The rating scale is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak	SD or D – selective default or default
AA	Very Strong	BB	Marginal	CC	Extremely Weak	R - Regulatory Action
A	Strong	B	Weak			NR – Not Rated

The rating from ‘AA’ to ‘CCC’ may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the Standard & Poor's website.

Coverage Section A – Broadform Liability Insurance Wording

In consideration of the payment of the premium and in reliance upon all statements and declarations made and information provided to Chubb Insurance Australia Limited (ABN 23 001 642 020) (**Chubb**) and subject to all the terms, conditions and limitations applicable to Coverage Section A of this **Policy**, **Chubb** agrees with the **Insured** as follows:

A1. Insuring Agreement

1.1 **Chubb** shall indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Compensation** in respect of:

- a) **Personal Injury**
- b) **Property Damage**
- c) **Advertising Injury**

occurring within the **Policy Territory** during the **Policy Period** as a result of an **Occurrence** happening in connection with the **Business**.

1.2 Limits of Liability

- a) Unless otherwise stated in this **Policy**, the aggregate limit of Chubb's liability to indemnify **Compensation** arising from any one **Occurrence** is the sum specified under Coverage A (a) of the **Schedule**.
- b) Chubb's maximum aggregate liability under Coverage Section A (b) of this **Policy** for all **Occurrences** during the **Policy Period** relating to liability arising out of the **Insured's Products** is the sum specified in the **Schedule**.
- c) Any sub-limit specified in this **Policy** shall be Chubb's maximum aggregate liability under such sub-limit, irrespective of the number of **Occurrences** or claims on this **Policy**. Any sub limit shall be part of and not in addition to the applicable limit specified in the **Schedule**.

1.3 Deductible

The **Deductible** is the amount stated in the **Schedule** which is borne and payable by the **Insured**. The deductible is payable by the **Insured** at such time required by **Chubb**. The **Deductible** applies to **Defence Costs** as well as **Compensation**. **Chubb's** liability to indemnify the **Insured** under this **Policy** applies only in respect of amounts of **Defence Costs** and/or **Compensation** that exceed the **Deductible**.

A2. Definitions applicable to coverage Section A

Wherever appearing in capitals in Coverage Section A of this **Policy**, the following definitions apply:

2.1 **Act of Terrorism** means

Any act, including but not limited to the use of force or violence and/or 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 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.

2.2 **Advertising Injury** means

Any unintentional libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy, arising out of the **Insured's** advertising activities.

2.3 **Aircraft** means

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

2.4 **Business** means

All activities and operations of the **Business** stated in the **Schedule** including the ownership and occupation of premises for the purposes of the **Business**, and the provision or management of canteen, social, sports, welfare or child care services or activities for the **Insured's** employees and internal first aid, fire, security and ambulance services.

2.5 **Compensation** means

Monies paid or payable by judgment or settlement together with any liability on the **Insured's** part to pay legal costs and expenses (other than **Defence Costs**).

2.6 **Defence Costs** means

All reasonable legal costs and expenses incurred by **Chubb** or by the **Insured** with the written agreement of **Chubb**:

- a) in defending or appealing a covered claim under Coverage Section A of this **Policy**; and/or
- b) for legal representation at any coronial inquest or other fatal accident inquiry, following an **Occurrence**.

2.7 **Employment Practices** means

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

2.8 **Incidental Contract** means

- a) any written rental agreement or lease of real property;
- b) any written contract with any public authority for the supply of water, gas, electricity or telephone services except those contracts in connection with work done for such authorities;
- c) any written contract with any railway authority for the loading, unloading and/or transport of any **Product**, including contracts relating to the operation of railway sidings.

2.9 **Insured** means

- a) The **Insured** named in the **Schedule**;
- b) any subsidiary company (including subsidiaries thereof) of the **Insured** named in the **Schedule** and any other organisation under the control of the **Insured** named in the **Schedule** and over which it is exercising active management;
- c) any new organisation acquired by the **Insured** during the **Policy Period** through consolidation, merger, purchase of the assets of or assumption of control and active management or creation, provided that:
 - 1. such acquisition is notified to **Chubb** in writing within 90 days;
 - 2. **Chubb** gives notice in writing to the **Insured** that such new organisation shall be covered by the **Policy**; and
 - 3. the **Insured** pays any additional premium that may be required by **Chubb** in respect of such new organisation;
- d) any director, officer, employee, voluntary worker, work experience person, partner or shareholder of the **Insured**, but only whilst acting within the scope of their duties in such capacity;
- e) any social and/or sporting clubs, first aid, fire and ambulance services formed with the consent of the **Insured** including any office bearer or member thereof in their respective capacities as such.

2.10 **Occurrence** means

An event including continuous or repeated exposure to substantially the same general conditions which results in **Personal Injury** or **Property Damage** or **Advertising Injury** neither expected nor intended from the standpoint of the **Insured**. All events of a series consequent on or attributable to one source or original cause are deemed one **Occurrence**.

2.11 **Personal Injury** means

- a) bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury;
- b) false arrest, detention, false imprisonment, malicious prosecution or humiliation;
- c) the publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
 - 1. when the first such publication or utterance is related to any publication or utterance made prior to the **Policy Period**; or
 - 2. when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the **Insured**;
- d) wrongful entry or wrongful eviction or other invasion of the right to private occupancy;
- e) assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or property;
- f) discrimination as a result of race, religion, sex, age, marital status, intellectual or physical impairment or disability.

2.12 **Policy** means

This policy wording including the **Schedule** and any endorsement hereto.

2.13 **Policy Period** means

The period stated in the **Schedule** or such further period for which this **Policy** has been extended as agreed by **Chubb** in writing.

2.14 **Policy Territory** means

anywhere in the world except the United States of America, Canada and their respective protectorates and territories.

2.15 **Pollutants** means

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

2.16 **Product** means

Any goods or product(s) (after they have ceased to be in the possession or under the control of the **Insured**) manufactured, constructed, erected, installed, repaired, serviced, treated, grown, extracted, produced, processed, assembled, imported, sold, supplied or distributed by the **Insured** (including any labelling, packing materials, instructions and directions associated therewith) and any container thereof other than a vehicle associated with such container.

2.17 **Property Damage** means

- a) physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting there from; or
- b) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property.

2.18 **Schedule** means

The **Schedule** issued with this policy wording or any subsequent or amended version of that schedule.

2.19 **Vehicle** means

Any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.

2.20 **Watercraft** means

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

A3. Exclusions applicable to coverage Section A

Coverage Section A of this **Policy** does not cover any liability directly or indirectly caused by, arising out of or in any way connected with the following:

3.1 Advertising Liability

any liability arising out of **Advertising Injury**, in respect of:

- a) failure of performance of contract but this exclusion 3.1(a) does not apply to claims for unauthorised appropriation of ideas based upon breach of an implied contract;
- b) infringement of trade mark, service mark or trade name, but this shall not relate to titles or slogans;
- c) incorrect description of any good or product (including any **Product**);
- d) mistake in advertised price.

3.2 Aircraft

the ownership, operation or navigation of any **Aircraft** or hovercraft.

3.3 Aircraft Products

any **Product** that is incorporated with the **Insured's** knowledge in an **Aircraft** which is connected with the safety, propulsion, navigation or flying capabilities of an **Aircraft**.

3.4 Asbestos

asbestos or materials containing asbestos.

3.5 Contractual Liability

any liability assumed under a contract or agreement that requires the **Insured**:

- a) to effect insurance over property; or
- b) to be liable for **Personal Injury** or **Property Damage** regardless of fault,

except where:

1. that liability would otherwise exist at law in the absence of the contract; or
2. the contract is an **Incidental Contract** and the liability does not arise by reason of an obligation to insure a leased property or an obligation to indemnify a landlord irrespective of fault.

3.6 Employment Liability

any liability:

- a) in respect of which the **Insured** is or would be entitled to indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected.
- b) imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.

- c) relating to **Employment Practices**.

3.7 **Fines, Penalties and Damages**

finer, penalties, punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory damages.

3.8 **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 respect of any contract or agreement; or
- b) the failure of a **Product** or work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**; but this Exclusion 3.8(b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Product** or work performed by or on behalf of the **Insured** after the **Product** or work has been put to its intended use by any person or organisation other than the **Insured**.

3.9 **Pollutants**

- a) the discharge, dispersal, release, seepage, migration or escape of **Pollutants**, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up **Pollutants**; or
- b) the cost of preventing the escape of **Pollutants**.

3.10 **Product Defect**

Property Damage to:

- a) any **Product** or any part of it if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof however this Exclusion shall not apply to **Personal Injury** or **Property Damage** resulting therefrom; or
- b) any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the **Insured** or on the **Insured's** behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, but this exclusion 3.10(b) does not apply to **Property Damage** resulting from such work.

3.11 **Product Guarantee**

any product guarantee or warranty given by or on behalf of the **Insured** but this exclusion 3.11 does not apply to legislative requirements concerning product safety and information.

3.12 **Product Recall**

the withdrawal, recall, inspection, repair, adjustment, removal, replacement or loss of use of any **Product** or work completed by or for the **Insured** and/or the withdrawal or recall of any property of which such **Products** form a part.

3.13 **Professional Liability**

the rendering of or failure to render professional advice or service by the **Insured**, but this exclusion 3.13 only applies to:

- a) the rendering of or failure to render medical advice or service by qualified medical practitioners, dentists, nurses and first aid attendants employed by the **Insured**, but this does not apply to the provision of first aid on the **Insured's** premises.

- b) professional advice or service given for a fee.

3.14 **Property in the Insured's Care, Custody or Control**

Property Damage to property owned by the **Insured** or in the **Insured's** care custody or control.

3.15 **Radioactivity**

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

3.16 **Terrorism**

any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

3.17 **Vehicles**

the use of a **Vehicle** owned by, or in the physical or legal control of the **Insured**:

- a) which is required by law to be registered; or
- b) in respect of which insurance is required by virtue of any legislation

but this exclusion 3.17 does not apply to:

1. a **Vehicle** (other than a **Vehicle** owned or used by or on behalf of the **Insured**) whilst that **Vehicle** is in a car park owned or operated by the **Insured** other than for income or reward as a car park operator; or
2. **Personal Injury** or **Property Damage** occurring during the loading or unloading of a **Vehicle** caused by or arising from the collection or delivery of any goods from or to the **Vehicle** where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability; or
3. **Personal Injury** or **Property Damage** caused by the use of any tool, plant or equipment forming part of or attached to or used in connection with any **Vehicle** and where applicable legislation does not require insurance against such liability.
4. **Personal Injury** where the insurance required by virtue of any legislation does not provide indemnity, and the lack of indemnity is not due to a breach of legislation relating to **Vehicles**; or
5. accidental or erroneous failure to maintain such statutory insurance.

3.18 **War**

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

3.19 Watercraft

the ownership, operation or navigation of any **Watercraft** exceeding 15 metres in length while on, in or under the water. However, this exclusion 3.19 will not apply to **Watercraft** not owned or operated by the **Insured** but used by the **Insured** for business entertainment purposes.

A4. Extensions applicable to coverage Section A

Each of the following Extensions automatically apply unless otherwise stated in the endorsements. Each Extension is, unless otherwise stated, subject to the Insuring Agreement and all other terms, exclusions and limitations applicable to Coverage Section A of this **Policy**, including any applicable **Limits of Liability**.

4.1 Defence Costs and Expenses

In addition to **Chubb's** liability to indemnify the **Insured** under Coverage Section A of this **Policy**, **Chubb** will pay **Defence Costs**, subject to the following:

- a) **Chubb** is not obliged to pay any **Defence Costs** or to defend any suit after **Chubb's** liability under Coverage Section A of this **Policy** to indemnify the **Insured** has been exhausted;
- b) If a payment exceeding **Chubb's** liability under Coverage Section A of this **Policy** to indemnify the **Insured** has to be made to dispose of a claim, the liability of **Chubb** for **Defence Costs** is limited to the proportion that **Chubb's** liability to indemnify the **Insured** under Coverage Section A of this **Policy** bears to that payment; and
- c) In the event of a claim being made against the **Insured** in any Court or before any other legally constituted body in the United States of America, Canada or their respective protectorates and territories, the total amount payable in respect of the claim by **Chubb** under Coverage Section A of this **Policy** including **Defence Costs** and expenses will not exceed the applicable **Limits of Liability** stated in the **Schedule**.

4.2 Excess Motor Liability

Exclusion 3.17 does not apply to **Property Damage** resulting from the ownership possession control or use by or on behalf of the **Insured** of any **Vehicle** or trailer attached there

Provided that

- a) there is separate motor insurance in force in respect of such liability with a limit of indemnity of at least AUD10,000,000
- b) this Extension shall apply only to amounts in excess of such limit of indemnity;
- c) the maximum liability of **Chubb** under this Extension in respect of all damages payable as a result of any one **Occurrence** or any series of **Occurrences** arising directly or indirectly from one source or original cause shall be the difference between such limit of indemnity and the **Limits of Liability** stated in the **Schedule**.

4.3 Indemnity to Principals and Others

Chubb will indemnify in accordance with the terms of Coverage Section A of this **Policy**, any principal, person or company to whom or to which the **Insured** (as defined in 2.9(a), (b) or (c)) is obligated by virtue of a written agreement to provide insurance as is afforded by Coverage Section A of this **Policy**, but only to the extent required by such contract and subject to the terms and conditions applicable to Coverage Section A of this **Policy**.

Any principal, person or company covered pursuant to this Extension will be subject to all terms of the

Policy in so far as they can apply, as though he/she/they were the **Insured**.

4.4 **Property in the Insured's Care Custody or Control**

Exclusion 3.14 shall not apply to:

- a) premises tenanted, leased or hired by the **Insured**;
- b) **Vehicles** (other than **Vehicles** owned or used by or on behalf of the **Insured**) in the **Insured's** care custody or control but only whilst such **Vehicles** are in a car park owned or operated by the **Insured** other than for income or reward as a car park operator; or
- c) directors', employees' and visitors' clothing and personal effects; or
- d) other property (not owned by the **Insured**) temporarily in the **Insured's** possession but:
 - i. Coverage Section A of this **Policy** does not cover legal liability arising out of or in any way connected with **Property Damage** to that part of any property upon which the **Insured** is or has been working; and
 - ii. **Chubb's** maximum liability for any cover provided under sub-clause 4.4(d) is listed in the **Schedule** and applies each and every **Occurrence**.

4.5 **Sudden and Accidental Pollution**

Exclusion 3.9(a) shall not apply to **Personal Injury** or **Property Damage** which:

- a) arises from a sudden, identifiable, unintended and unexpected event from the standpoint of the **Insured**; and
- b) which takes place in its entirety at a specific time and place and occurs outside of the United States of America, Canada and their respective protectorates and territories

provided always that the cover provided under this Extension shall only apply to amounts in excess of the applicable limit or sub limit of indemnity payable in respect of such event under Coverage Section B of this **Policy**.

4.6 **USA/Canada Coverage**

Definition 2.14 **Policy Territory** is hereby extended to include:

the United States of America, Canada and their respective protectorates and territories if the **Personal Injury** or **Property Damage** arises from:

- a) **Products** exported into such countries, or
- b) the activities of travelling executives and salesmen on business who are non-resident in such countries.

4.7 **Vendors Indemnity**

Chubb will indemnify in accordance with the terms of Coverage Section A of this **Policy**, any person who or organisation which distributes or sells the **Insured's Products** in the regular course of their business (herein referred to as 'vendor') but only with respect to **Personal Injury** or **Property Damage** arising out of the distribution or sale of the **Insured's Products**.

Provided that:

- a) this Extension shall not apply in respect of liability arising from:

1. any express warranty unauthorised by the **Insured**;
 2. any physical or chemical change in the form of the **Product** made intentionally by the vendor;
 3. repacking unless unpacked solely for the purpose of inspection demonstration testing or the substitution of parts under instruction from the **Insured** and then repacked in the original container;
 4. demonstration, installing, servicing or repair operations except demonstration performed at the vendor's premises in connection with the sale of the **Product**;
 5. **Products** which after distribution or sale by the **Insured** have been labelled or relabelled or used as a container part or ingredient of any other thing or substance by or for the vendor.
- b) this Extension shall not apply to any person or organisation from whom the **Insured** has acquired such **Products** or any ingredient part or container entering into accompanying or containing such **Products**.
- c) any vendor covered pursuant to this Extension will be subject to all terms of the **Policy** in so far as they can apply, as though he/she/they were the **Insured**.

in or under the water. However, this exclusion 3.19 will not apply to **Watercraft** not owned or operated by the **Insured** but used by the **Insured** for business entertainment purposes. the ownership, operation or navigation of any **Watercraft** exceeding 15 metres in length while on,

A5. Conditions applicable to coverage Section A

5.1 Changes

Every change materially affecting the facts or circumstances existing at the commencement of this insurance, or at any subsequent renewal date, must be notified to **Chubb** in writing immediately after such change comes to the notice of the **Insured's** officer responsible for insurance.

5.2 Insured's duties in the event of an Occurrence, Claim or Suit

- a) In the event of an **Occurrence** or if an **Occurrence** appears reasonably likely to take place the **Insured** must immediately take at its own expense all responsible steps to prevent or minimise **Personal Injury, Property Damage, Advertising Injury** and any other loss, damage or expense.
- b) The **Insured** must give notice in writing to **Chubb** immediately of every **Occurrence** likely to give rise to a claim under Coverage Section A of this **Policy** and must immediately forward to **Chubb** all documents and information relevant to each such **Occurrence** including but not limited to every demand, writ, summons, proceedings, notice of prosecution, inquest or inquiry and all associated information.
- c) The **Insured** must give notice in writing to **Chubb** immediately of every **Occurrence** involving serious **Personal Injury** (including, but not limited to quadriplegia, paraplegia, brain damage and loss of a limb) or substantial **Property Damage** (including, but not limited to substantial damage to buildings, structures or equipment caused by fire, collapse, explosion and loss of support) and must immediately forward to **Chubb** all information relevant to the **Occurrence** held by the **Insured**.
- d) The **Insured** must not, without prior written consent, make any admission, offer, promise or payment in connection with any **Occurrence**.
- e) The **Insured** must use its best endeavours to preserve all property, any **Product**, appliance and

plant and all other things which may assist in the investigation or defence of a claim or in the exercise of rights of subrogation and so far as may be reasonably practicable no alteration or repair is to be effected without the consent of **Chubb** until **Chubb** has had an opportunity of inspection.

5.3 **Right to defend, assistance and co-operation of the Insured**

- a) In respect of any **Occurrence** covered under Coverage Section A of this **Policy**, **Chubb** has the right, if it so elects, to defend any suit against the **Insured** seeking **Compensation** or reimbursement of expenses for an **Occurrence** and to bring any cross claim in the name of the **Insured** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but **Chubb** is not obligated to pay any claim or judgment or to defend any suit after **Chubb's** liability under Coverage Section A of this **Policy** in respect of the claim has been exhausted.
- b) If the cost of any **Occurrence** and **Defence Costs** and expenses are not likely to exceed the **Deductible**, **Chubb** may elect not to defend the suit. In these circumstances and, subject to the provisions of Coverage Section A of this **Policy**, the **Insured** is responsible for the handling and payment of the claim and its **Defence Costs** and expenses up to the amount of the **Deductible**.
- c) The **Insured** must cooperate with **Chubb** and comply with the terms and conditions of Coverage Section A of this **Policy**, and assist as necessary in enforcing any right to contribution or indemnity from any person, corporation or organisation.

5.4 **Assignment**

Assignment of an interest under Coverage Section A of this **Policy** does not bind **Chubb** until its consent is endorsed on the **Policy**. If the **Insured** dies or is adjudged bankrupt or insolvent, this insurance will cover:

- a) the **Insured's** legal representative acting on behalf of the **Insured** or the **Insured's** estate;
- b) any person or corporation having lawful temporary custody of property which is or was before the **Insured's** death owned or possessed by the **Insured** until the appointment of a legal representative.

5.5 **Cross Liability**

Each of the parties comprising the **Insured** is considered a separate legal entity and the word "**Insured**" applies to each party as if a separate **Policy** had been issued to each of the said parties but nothing contained in this clause will operate to increase **Chubb's** liability under this Coverage Section A of this **Policy**.

Coverage Section B – Environmental Protect Insurance Claims-Made Policy Wording

In consideration of the premium being paid by the **Insured** to Chubb Insurance Australia Limited (ABN 23 001 642 020) (**Chubb**) and in reliance upon the written statements and declarations provided by or on behalf of the **Insured**, **Chubb** agrees to indemnify the **Insured** in accordance with Coverage Section B of this **Policy**.

B1. Insuring agreement

Subject to all of the terms, conditions, exclusions and other provisions of this Coverage Section B, **Chubb** agrees to pay on behalf of the **Insured** all **Loss** incurred in excess of the **Self-Insured Retention** which the **Insured** becomes legally obligated to pay resulting from a **Claim** arising from a **Pollution Condition** migrating from the **Covered Location(s)**, provided that this insurance shall only apply if:

- a) The **Claim** is first made against the **Insured** and reported to **Chubb**, in writing, during the **Policy Period**, or **Extended Reporting Period**, if applicable; and
- b) The **Pollution Condition(s)** which result in a **Claim** first commenced in their entirety, on or after the policy inception date shown in the **Schedule**.

B2. Definitions applicable to coverage Section B

Wherever appearing in capitals in this Coverage Section B, the following definitions apply:

2.1 **Additional Insured** means

the person(s) or entity(ies) specifically endorsed onto this **Policy** as an **Additional Insured**, if any. Such **Additional Insureds** shall maintain only those rights under this **Policy** as are specified by endorsement.

2.2 **Bodily Injury** means

physical injury, sickness, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom.

2.3 **Claim** means

the receipt by the **Insured** of any written assertion of a legal right, including but not limited to any **Government Action**, suits or other actions alleging responsibility or liability on the part of the **Insured** for **Bodily Injury**, **Property Damage**, or **Remediation Costs** arising out of **Pollution Conditions** to which this insurance applies.

2.4 **Contingent Transportation** means

the movement of the **Insured's** waste or products by automobile, aircraft, watercraft, or other conveyance beyond the boundaries of the **Covered Location(s)** by a person or entity, other than an **Insured**, engaged in the business of transporting property for hire, until such time as the waste or product is unloaded from an automobile, aircraft, watercraft, or other conveyance.

2.5 **Covered Location**

means any location(s) specifically listed in the **Schedule**, or any other location specifically endorsed onto this **Policy** as a **Covered Location**.

2.6 **Emergency Response**

means actions taken, and reasonable **Remediation Costs** incurred by the **Insured** to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a **Pollution Condition**.

2.7 **Environmental Indemnity Obligations** means

an **Insured's** obligations to defend, indemnify, and hold harmless, or any assumption of liability, with respect to **Pollution Conditions** to which this insurance applies, pursuant to a contract listed on the **Schedule** of Insured Contracts Endorsement attached hereto, if any.

2.8 **Environmental Laws** means

any federal, state, provincial, municipal or other local laws, statutes, ordinances, rules, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the **Insured** with respect to **Pollution Conditions**.

2.9 **Extended Reporting Period** means

the additional period of time in which to report a **Claim** first made against the **Insured** subsequent to the end of the **Policy Period**, arising from a **Pollution Condition** to which this insurance applies.

2.10 **Exterior Insulation and Finish System (EIFS)** means

synthetic stucco or any other exterior insulation and finish system used on any part of any building or structure and consisting of: (a) A rigid or semi-rigid insulation board made of expanded polystyrene or other materials; (b) the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; (c) a reinforced base coat; and (d) a finish coat providing surface texture and color.

2.11 **First named insured** means

the person or entity shown in the **Schedule**.

2.12 **Fungi** means

any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

2.13 **Government Action** means

action taken or liability imposed by any federal, state, provincial, municipal or other local government agency or body acting under the authority of **Environmental Laws**.

2.14 **Insured** means

the **First Named Insured**, any **Named Insured**, any **Additional Insured**, and any past or present director, officer, partner or employee of any such **insured** while acting within the scope of his or her duties as such.

2.15 **Legal Defence Expense** means

reasonable legal costs, charges and expenses, including expert charges incurred by the **Insured** with the prior written consent of **Chubb**, not to be unreasonably withheld or delayed, in the investigation, adjustment, or defence of any **Claim**.

2.16 **Loss** means

all amounts which an **Insured** becomes legally obligated to pay to a third party in respect of a **Claim** for **Bodily Injury, Property Damage** and/or **Remediation Costs** (including but not limited to any damages, judgments entered or settlements reached) and any **Legal Defence Expense**.

2.17 **Low Level Radioactive Waste** means

waste that is radioactive but not classified as the following: high-level waste (spent nuclear fuel or the highly radioactive waste produced if spent fuel is reprocessed), uranium milling residues, and waste with greater than specified quantities of elements heavier than uranium.

2.18 **Named Insured** means

the **First Named Insured** and any person or entity specifically endorsed onto this **Policy** as a **Named Insured**, if any. Subject to the terms and conditions herein, in particular General Condition GC6, each **Named Insured** shall maintain the same rights under Coverage Section B of this **Policy** as the **First Named Insured** unless otherwise specified by endorsement.

2.19 **Natural Resource Damage** means

injury to, destruction of, or loss of, including the resulting loss of value of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by any state or local government authority of Australia.

2.20 **Non-Owned Disposal Site** means

a site not owned or operated by the **Insured** and in which the **Insured** maintains no ownership interest, which receives or has received the **Insured's** waste.

2.21 **Policy Period** means

the period specified in the **Schedule**, or such shorter coverage period resulting from the cancellation of this **Policy**.

2.22 **Pollution Condition** means

the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. For the purpose of this definition, waste materials includes, but is not limited to, **Low Level Radioactive Waste**.

2.23 **Property Damage** means:

Physical injury to, or destruction of, tangible property owned by third parties, including all resulting loss of use of that property;

- a) **Loss** of use of tangible property owned by third parties that is not physically injured or destroyed;
- b) Diminished value of property owned by third parties; and
- c) **Natural Resource Damage**.

2.24 **Remediation Costs** means

reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize **Pollution Conditions** to the extent required by **Environmental Law**.

Remediation Costs shall also include:

- a) Reasonable legal costs, where such cost has been incurred by an **Insured** with the prior written consent of **Chubb**; and
- b) Reasonable expenses required to restore, repair or replace real or personal property, owned by third parties, to substantially the same condition it was in prior to being damaged during the course of responding to a **Pollution Condition**.

2.25 Responsible Insured means

any employee of an **Insured** responsible for environmental affairs, control, or compliance at a **Covered Location**, and any officer, director, or partner of an **Insured**.

2.26 Self-Insured Retention means

the dollar amount shown in the **Schedule** or as otherwise designated by endorsement, if any.

2.27 Terrorism means

activities against persons, organisations or property of any nature:

- a) that involve the following or preparation for the following:
 1. Use or threat of force or violence; or
 2. Commission or threat of a dangerous act; or
 3. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b) when one or both of the following applies:
 1. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 2. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2.28 Underground Storage Tank means

any tank and associated piping and appurtenances connected thereto which tank has more than 10% of its volume below ground.

2.29 War means

war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

B3. Limits of Liability and self-insured retention applicable to coverage Section B

3.1 It is expressly agreed that liability for any covered **Loss** shall attach to **Chubb** only after the **Insured** shall have paid, in the applicable legal currency, the full amount of the **Self-Insured Retention** for **Loss** covered under this Coverage Section B. Under no circumstances shall **Chubb** be liable to pay any amount within the **Self-Insured Retention**.

3.2 The **Self-Insured Retention** shall apply to all **Loss** arising from the same, continuous, repeated or

related **Pollution Condition**.

- 3.3 The aggregate limit specified in **Limits of Liability** as Coverage B of the **Schedule** shall be the maximum liability of **Chubb** under Coverage Section A (b) of this **Policy** with respect to all **Loss** during the **Policy Period** irrespective of the time of payment by the **Insurer**, the number of claims made under Coverage Section A (b) of this **Policy**, the amount claimed or the number of **Insureds** who claim. Any sub-limit shall be part of and not in addition to the aggregate limit.
- 3.4 Subject to Paragraph 3.3 above, the 'per **Pollution Condition**' sub-limit specified in the **Schedule** is the most **Chubb** shall pay for all **Loss** arising from the same or any continuous, repeated or related **Pollution Condition(s)**.
- 3.5 Under no circumstances will multiple policies issued by **Chubb** provide coverage for **Loss** arising from the same or related **Pollution Condition**. In the event that **Chubb** has issued claims-made Premises Pollution Liability coverage for the "**Covered Locations**" in one or more policy periods and:
- a) The discovery of a **Pollution Condition** is reported to **Chubb** in accordance with the terms and conditions of Coverage Section B of this **Policy**, then all such continuous, repeated or related **Pollution Conditions** that are reported to **Chubb** under a subsequent Premises Pollution Liability policy shall be deemed to have been discovered during this **Policy Period**; and
 - b) All **Claims** arising out of a **Pollution Condition** that was discovered during this **Policy Period**, including any continuous, repeated or related **Pollution Conditions**, shall be deemed to have been first made and reported during this **Policy Period**, provided always that the **Insured** has maintained Premises Pollution Liability coverage with **Chubb** on a continuous, uninterrupted basis since the discovery of such **Pollution Condition** or the first **Claim** was made against the **Insured** and reported to **Chubb**.

B4. Exclusions applicable to coverage Section B

Chubb shall not be liable for any **Loss** arising from any **Claim** or any other payment under Coverage Section B of this **Policy** arising out of or related to:

4.1 Asbestos

Asbestos or asbestos containing materials, in, on, or applied to any building or other structure. This exclusion does not apply to asbestos or asbestos containing materials in soil or groundwater.

4.2 Contractual Liability

Any liability assumed by the **Insured** through contract or agreement. This exclusion does not apply to:

- a) liability that the **Insured** would have in the absence of such contract or agreement;
- b) **Environmental Indemnity Obligations**.

4.3 Divested Property

Any **Pollution Condition** at **Covered Location(s)** where such **Pollution Condition(s)** first commenced after the **Covered Locations** had been sold, abandoned, or given away by any **Insured** or was condemned.

4.4 Employer's Liability

Bodily Injury to:

- a) An **Insured** or an employee of its parent, subsidiary or affiliate:

1. arising out of and in the course of employment by any **Insured** or its parent, subsidiary or affiliate; or
 2. Performing duties related to the conduct of the **Insured's Business**; or
- b) The spouse, child, parent, brother or sister of such **Insured** or employee of its parent, subsidiary or affiliate as a consequence of the matters specified in paragraph 5.4(a) above.

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of such **Bodily Injury**.

4.5 **Exterior Insulation and Finish System (EIFS)**

Fungi, where such “fungi” is caused by or related to the presence or use of an **Exterior Insulation and Finish System (EIFS)**, synthetic stucco, or any similar product or any part thereof, including the application or use of paints, conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a product.

4.6 **Fines and Penalties**

Payment of fines, penalties, punitive, exemplary or multiplied damages based upon or arising out of any **Insured's** knowing, willful or deliberate non-compliance with any statute, regulation, ordinance or administrative complaint. This exclusion also applies to any **Legal Defence Expenses** associated with such fines and penalties.

This exclusion will not apply to coverage for punitive damages where such coverage is allowable by law.

4.7 **First-Party Property Damage**

Damage to real or personal property owned by, leased to, loaned to, or rented by the **Insured**, or otherwise in the care, custody, or control of the **Insured**. This exclusion does not apply to **Remediation Costs**.

4.8 **Insured's Internal Expenses**

Expenses incurred by an **Insured** for services performed by the salaried staff and any employees of the **Insured**.

4.9 **Intentional Non-Compliance**

The intentional disregard of or knowing, willful, or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by any **Responsible Insured**.

4.10 **Known Conditions**

Pollution Conditions in existence prior to the commencement of the **Policy Period** and reported to a **Responsible Insured**, but not specifically referenced, or identified in documents listed, on the **Schedule** of Known Conditions Endorsement attached to this **Policy**. Any **Pollution Condition** specifically referenced or identified in documents listed on the **Schedule** of Known Conditions Endorsement are deemed to be first discovered during the **Policy Period**.

4.11 **Lead Based Paint**

Lead based paint in, on, or applied to any building or other structure. This exclusion does not apply to lead based paint in soil or groundwater.

4.12 Naturally Occurring Materials

Arising out of the presence or removal of naturally occurring materials, except in those circumstances where such substances are present at the **Covered Location(s)** as a result of human activities or processes.

4.13 Non-Owned Disposal Sites (NODS)

Pollution Conditions on, at, under or migrating from a **Non-Owned Disposal Site**. This exclusion shall not apply to any **Non-Owned Disposal Site** listed on the **Schedule** or any **Non-Owned Disposal Sites Endorsement** attached to this **Policy**, if any.

4.14 Material Change in Risk

A change in the use or operations at a **Covered Location** that materially increases the likelihood or severity of a **Pollution Condition** or a **Claim** from the intended use(s) or operations, as of the inception date(s) of this **Policy**.

4.15 On-site remediation costs

Remediation Costs and any associated **Legal Defence Expense**, within the boundaries of a **Covered Location**.

4.16 Underground Storage Tanks

Any **Pollution Condition** emanating from an **Underground Storage Tank** located at a **Covered Location**:

- a) When the existence of such **Underground Storage Tank** was known to a **Responsible Insured** prior to the **Policy Period**; and
- b) Which **Underground Storage Tank** is not listed in the **Schedule** of **Insured Underground Storage Tanks**, if applicable; or
- c) If an **Underground Storage Tank** has been closed or removed, and is not identified on the **Schedule** of Known Conditions Endorsement, if applicable.

4.17 Vehicles

Any **Pollution Condition** resulting from the use, maintenance or operation, including loading or unloading, of an automobile, aircraft, watercraft, or other conveyance beyond the boundaries of the **Covered Location(s)**. This exclusion shall not apply to **Contingent Transportation**, if such coverage is added to Coverage Section B of this **Policy** by endorsement.

4.18 War or Terrorism

Any **Pollution Condition** which is attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, **War** or **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

4.19 Workers' Compensation

Any workers' compensation, unemployment compensation, or disability benefits law or related laws.

B5. Defence and settlement under coverage Section B

- 5.1 Except as otherwise specified in condition 9.4 of Coverage Section B of this **Policy**, **Chubb** will have the right but not the duty to defend the **Insured** against a "claim" to which this insurance applies. **Chubb** shall have no duty to defend the **Insured** against any **Claim** to which this insurance does not

apply. **Chubb's** duty to defend ceases once the **Limits of Liability** applicable to Coverage Section B of this **Policy** are exhausted or are tendered into a court of applicable jurisdiction, or once the **Insured** refuses a settlement offer as provided in clause 6.5 below.

- 5.2 **Chubb** will have the right to select legal counsel to represent the **Insured** for the investigation, adjustment, and defence of any **Claim** covered under Coverage Section B of this **Policy**. Selection of legal counsel **Chubb** shall not be done without the consent of the **Insured**; such consent shall not be unreasonably withheld. Any **Legal Defence Expense** incurred by the **Insured** prior to the selection of legal counsel by **Chubb** will not be covered under Coverage Section B of this **Policy**, or credited against the **Self-Insured Retention**.
- 5.3 The **Insured** will have the right and the duty to retain a qualified environmental consultant(s) to perform any investigation and/or remediation of any **Pollution Condition** covered under Coverage Section B of this **Policy**. The **Insured** must receive the written consent of **Chubb** prior to the selection and retention of such consultant, except in the event of an **Emergency Response**. Any costs incurred prior to such consent will not be covered under Coverage Section B of this **Policy** or credited against the **Self-Insured Retention**, except in the event of an **Emergency Response**.
- 5.4 Subject to clauses 5.2 and 5.3 above, **Legal Defence Expense** reduces the **Limits of Liability** shown in the **Schedule** and shall be applied to the **Self-Insured Retention**.
- 5.5 **Chubb** will present all settlement offers to the **Insured**. If **Chubb** recommends a settlement which is acceptable to a claimant, exceeds any applicable **Self-Insured Retention**, is within the **Limits of Liability**, and does not impose any additional unreasonable burden(s) on the **Insured**, and the **Insured** refuses to consent to such settlement offer, then **Chubb's** duty to defend shall end, the **Insured** shall defend such **Claim** independently, and the **Insurer's** liability shall not exceed the amount for which the **Claim** could have been settled had the **Insurer's** recommendation been accepted, exclusive of the **Self-Insured Retention**.

B6. Extensions applicable to coverage Section B

6.1 Extended Reporting Period

- a) Provided the **First Named Insured** has not purchased any other insurance to replace this insurance, the **First Named Insured** shall have a sixty (60) day basic **Extended Reporting Period** following cancellation or non-renewal of this **Policy** without additional charge.
- b) The **Extended Reporting Period** shall not reinstate or increase any of the **Limits of Liability**. The **Extended Reporting Period** shall not extend the **Policy Period** or change the scope of coverage provided. A **Claim** first made against an **Insured** and reported to the Insurer within the basic **Extended Reporting Period** will be deemed to have been made on the last day of the **Policy Period**.

B7. Conditions applicable to coverage Section B

7.1 Reporting and Co-Operation

- a) The **Insured** must provide **Chubb** with written notice of any **Claim** or **Pollution Condition**, as soon as practicable, at the address shown in 11.a. of the **Schedule**. Notice should include reasonably detailed information as to:
1. the identity of the **Insured**, including contact information for an appropriate person to contact regarding the handling of the **Claim** or **Pollution Condition**;
 2. the identity of the **Covered Location**;
 3. the nature of the **Claim** or **Pollution Condition**; and

4. any steps undertaken by the **Insured** to respond to the **Claim** or **Pollution Condition**.

In the event of a **Pollution Condition**, the **Insured** must also take all reasonable measures to provide immediate verbal notice to **Chubb**.

b) The **Insured** must:

1. immediately provide to **Chubb** copies of any demands, notices, summonses or legal papers received in connection with any **Claim**;
 2. authorise **Chubb** to obtain such other records and information as may reasonably be required in order to consider the **Claim**;
 3. co-operate with **Chubb** in the investigation, settlement or defence of the **Claim**;
 4. assist **Chubb**, upon request, in the enforcement of any right against any person or organisation which may be liable to the **Insured** because of injury or damage to which this Coverage Section B may also apply; and
 5. provide **Chubb** with such information and cooperation as it may reasonably require.
- c) No **Insured** shall make or authorise an admission of liability or attempt to settle or otherwise dispose of any **Claim** without the written consent of **Chubb**. Nor shall any **Insured** retain any consultants or legal counsel, or incur any **Legal Defense Expense** or **Remediation Costs** without the prior written consent of **Chubb** (not to be unreasonably withheld or delayed), except in the event of an **Emergency Response**.
- d) Upon the discovery of a **Pollution Condition**, the **Insured** shall make every attempt to mitigate any **Loss** or potential **Loss** and comply with applicable **Environmental Laws**. **Chubb** shall have the right, but not the duty, to mitigate any such **Pollution Condition(s)** if, in the sole judgment of **Chubb**, the **Insured** fails to take reasonable steps to do so. In that event, any **Remediation Costs** incurred by **Chubb** shall be deemed incurred by the **Insured**, and shall be subject to the **Self-Insured Retention** and **Limits of Liability** listed in the **Schedule**.

7.2 Coverage Territory

Subject always to General Condition GC9 of this **Policy**, the coverage afforded under Coverage Section B of this **Policy** shall apply to **Covered Location(s)** worldwide.

7.3 Inspection and Audit

To the extent of the **Insured's** ability to provide such access, and with reasonable notice to the **Insured**, **Chubb** shall be permitted, but not obligated, to inspect and sample the **Covered Locations**. The **Insured** shall have the concurrent right to collect split samples. Neither **Chubb's** right to make inspections, the making of said inspections, 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 or in compliance with applicable **Environmental Law**, or any other law. **Chubb** may examine and audit the **Insured's** books and records during the **Policy Period** and extensions thereof and within three (3) years after the final termination of this **Policy**.

7.4 Legal Action Against the Insurer

No person or organisation other than an **Insured** has a right under Coverage Section B of this **Policy**:

- a) to join **Chubb** as a party or otherwise bring **Chubb** into a suit against any **Insured**; or
- b) to sue **Chubb** in connection with this insurance unless all of the **Policy** terms have been fully complied with.

7.5 **Bankruptcy**

Bankruptcy or insolvency of an **Insured** or of an **Insured's** estate shall not relieve **Chubb** of any of its obligations hereunder.

7.6 **Representations**

By accepting this **Policy**, the **First Named Insured** agrees that:

- a) All statements provided as part of its application for this **Policy** and any statements which appear in the **Schedule** are accurate and complete;
- b) Those statements which appear in the **Schedule** are based upon representations the **First Named Insured** made to **Chubb**; and
- c) This **Policy** has been issued in reliance upon the **First Named Insured's** representations.

7.7 **Separation of Insureds**

Except with respect to the **Limits of Liability**, cancellation conditions, and any obligations specifically assigned to the **First Named Insured**, this **Policy** applies:

- a) as if each **Named Insured** were the only **Insured**; and
- b) separately to each **Named Insured** against whom a **Claim** is made.

General Conditions Applicable To Coverage Sections A & B

1. **Insurance Contracts Act 1984**

Nothing contained in this **Policy** is to be construed to reduce or waive the **Insured's** or **Chubb's** privileges, rights or remedies available under the *Insurance Contracts Act 1984* (Cth).

2. **Choice of Law**

Should any dispute arise concerning this **Policy**, the dispute will be determined in accordance with the law of Australia and the States and Territories thereof. In relation to any such dispute the parties agree to submit to the exclusive jurisdiction of any competent court in a State or Territory of Australia.

3. **Changes and Assignment**

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this **Policy** or stop the **Insurer** from asserting any right under the terms of this **Policy**. The terms, definitions, conditions, exclusions and limitations of this **Policy** shall not be waived or changed, and no assignment of any interest under this **Policy** shall bind the **Insurer**, except as provided by endorsement and attached to this **Policy**.

4. **Headings**

The descriptions in the headings and sub-headings of this **Policy** are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

5. **Consent**

Where the consent of **Chubb** or an **Insured** is required under this **Policy**, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.

6. **First Named Insured**

The **Insured** / **First Named Insured** specified in the **Schedule** is the party responsible for payment of all premiums and any **Self-Insured Retention**. Such **Insured** will also serve as the sole agent on behalf of all **Insureds** with respect to the provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other change(s) to this **Policy**, return of any premium, assignment of any interest(s) under this **Policy**, unless any such responsibilities are otherwise designated by endorsement.

7. **Cancellation**

The **Insured** may cancel this **Policy** by giving notice in writing to **Chubb**. If such notice is given, the cancellation will take effect on the day the notice is received by **Chubb**.

Chubb may cancel this **Policy** in any of the circumstances set out in the *Insurance Contracts Act 1984* (Cth). Such cancellation is to take effect 30 days from the time notification is received by the **Insured**.

After cancellation by the **Insured** or **Chubb** a refund of premium will be allowed pro rata for the unexpired period of insurance unless any matter has been notified under the **Policy** in which case the premium will be deemed fully earned and none will be repayable to the **Insured**.

When the premium is subject to adjustment, cancellation will not affect the obligation of the **Insured** to supply to **Chubb** such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

8. **Subrogation**

In the event of any payment under Coverage Section A of this **Policy**, **Chubb** will be subrogated to all the **Insured's** rights of recovery against any person or organisation and the **Insured** shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. Any recovery as a result of subrogation proceedings arising under Coverage Section B of this **Policy** shall accrue first to the **Insured** to the extent of any payments in excess of the Aggregate Limit specified in the **Schedule**; then to **Chubb** to the extent of its payment under this Coverage Section B; and then to the **Insured** to the extent of the **Self-Insured Retention**. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

9. **Sanctioned Territories Clause**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Chubb** from providing insurance, including but not limited to the payment of claims.

10. **Statutory Requirements**

The **Insured** must take reasonable measures to comply with all statutory obligations and regulations imposed by any statutory or governmental authority.

Privacy Statement

Chubb Insurance Australia Limited (**Chubb**) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.chubb.com/au.

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1988* (Cth).

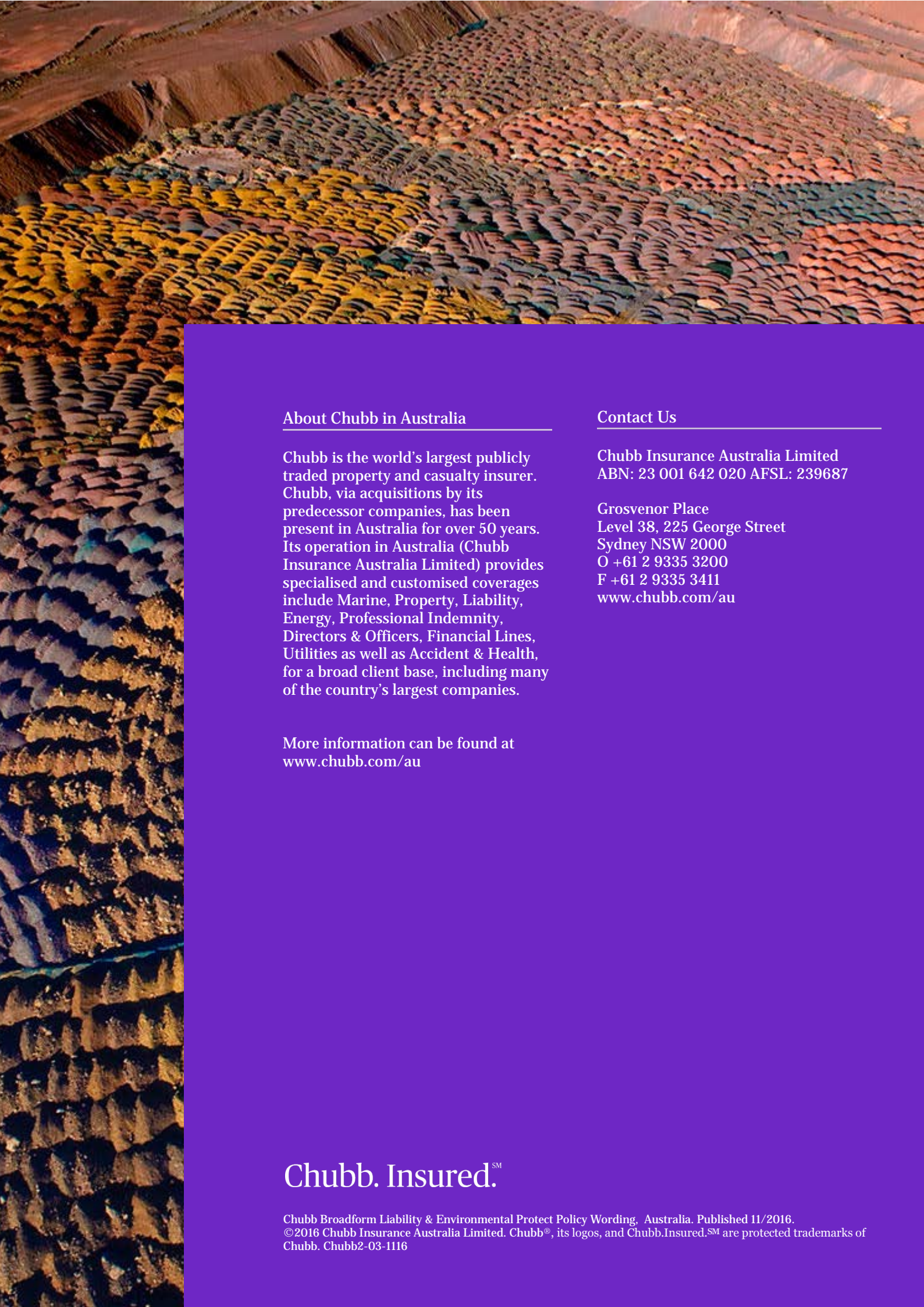
Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@chubb.com.



About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

More information can be found at www.chubb.com/au

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
F +61 2 9335 3411
www.chubb.com/au

Chubb. Insured.SM

Chubb Broadform Liability & Environmental Protect Policy Wording, Australia. Published 11/2016.
©2016 Chubb Insurance Australia Limited. Chubb®, its logos, and Chubb. Insured.SM are protected trademarks of Chubb. Chubb2-03-1116