



# **THE AUSTRALIAN BAPTIST INSURANCE SCHEME**

## **SUMMARY OF INSURANCE**

**2007 - 2008**

**Prepared by:  
National Office of the Australian Baptist Insurance Scheme**



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## Introduction

This Insurance & Claims Manual has been compiled by the National Office of the Australian Baptist Insurance Scheme (ABIS) to provide a broad outline of your Insurance Program and to offer general information and assistance in understanding the various insurances which have been arranged on your behalf and the steps and procedures to be followed in the event of claims arising under the program.

ABIS's role in the claims management process, as regards claims, is as follows:

- to submit, manage, regularly follow up and negotiate settlement of above deductible claims,
- to assist in the resolution or conduct of difficult or contentious claims with underwriters where required,
- claims administration, including collection of insurance proceeds and proactive follow-up of outstanding claims until finalisation,
- provision of status reports on above deductible claims, and
- to maintain records of paid and outstanding claims for underwriting disclosure and inclusion in renewal submissions.

The Insurance Program section of the manual contains a brief description of individual insurances. It should not however be treated as a replacement for the relevant policy documents. Each policy is maintained with ABIS and are available at any time for viewing and/or interpretation.

## Service Team

The ABIS Insurance personnel responsible for the management of your account are:

Aon Contacts		
National Insurance Manager	Russell Hoath	Telephone: 03 9880 6166 Facsimile: 03 9880 6123 E-mail: russell.hoath@buv.com.au
Insurance Officer	Eric Schreiber	Telephone: 03 9880 6166 Facsimile: 03 9880 6166 E-mail: eric.schreiber@buv.com.au



## Program Summary

Class of Insurance	Underwriter	Policy Limit(s)	Deductible (s)
Industrial Special Risks	Ansvar	Combined Section 1 & 2 - \$95M	\$20,000 Earthquake, Subterranean Fire or Volcanic Eruption \$250 Clothing and Personal Property \$10,000 any other claim \$625,000 maximum annual aggregate
General Liability	Ansvar	Any one claim \$20M In the Aggregate for Products Liability \$20M	Any one occurrence \$10,000 In the Aggregate \$150,000 Any one loss thereafter \$1,000
Umbrella Liability	AIG Australia	Any one occurrence and in the aggregate in respect to products liability in excess of underlying insurances and self insured retentions - \$80M	\$10,000 any one occurrence DIC only
Hirer's Liability	Ansvar	\$5M any one occurrence. \$5M in the aggregate in respect to product liability	\$100 each and every claim
Marine Hull	Vero National Marine	As per schedule of vessels supplied	\$100 each and every claim
Corporate Travel	ACE Insurance	As per schedule of benefits	As per schedule of benefits
Personal Accident – Volunteers	Accident & Health	As per schedule of benefits	As per schedule of benefits
Contract Works	Ansvar	\$5M any one occurrence in respect to material damage \$5M any one occurrence in respect to public liability	\$1,000 each and every
Motor Vehicle	Ansvar	Own vehicle damage - market value Third Party Liability \$20M any one event	\$1,000 each and every claim
Fidelity Guarantee	Ansvar	Any one Employee \$1,000,000 All Employees \$1,000,000 Auditors Fees \$5,000	\$1,000 each and every claim
Director's & Officer's	Ansvar	\$ M any one claim and in the aggregate	Company Reimbursement \$10,000
Professional Indemnity	Ansvar	\$10M any one claim \$20M in the aggregate	\$10,000 any one claim





## Industrial Special Risks

<b>Underwriter</b>	Ansvar Insurance Ltd													
<b>Policy Number</b>	03.025.18810													
<b>Covering</b>	Loss, destruction of or damage to the Property Insured as a result of an insured peril, including loss resulting from interruption or interference to the business, all as defined in the policy.													
<b>Interest Insured</b>	<p><b>Section 1 – Material Loss or Damage</b></p> <p>All real and personal property of every kind and description belonging to the Insured or for which the Insured is responsible or has assumed responsibility to insure prior to the occurrence of any damage including all such property in which the Insured may acquire an insurable interest during the period of insurance.</p> <p><b>Section 2 – Consequential Loss</b></p> <p>Loss of Gross Profit (as defined) as a result of a reduction in turnover and/or increase in cost of working resulting from loss, destruction or damage caused by an Insured Peril as per Section 1.</p>													
<b>Situation and/or Premises</b>	Anywhere in Australia where the Insured has property or carries on business, has goods or other property stored or being processed or has work done, including contract sites.													
<b>Declared Values</b>	Section 1 – All Property Insured	\$1,968,896,212												
	Section 2 – Consequential Loss (First Loss)	\$24,000,000												
<b>Limit(s) of Liability</b>	<p>The amount(s) set out hereunder represent the Insurer(s) maximum Limit(s) of Liability any one loss or series of losses at any one Situation arising out of any one original source or cause subject to any Sub-Limit(s) of Liability specified elsewhere in the Policy and the Schedule.</p> <p>Combined Section 1 and Section 2 <span style="float: right;">\$95,000,000</span></p>													
<b>Sub-limit(s) of Liability</b>	<p>The liability of the Insurer(s) shall be further limited in respect of any one loss or series of losses arising out of any one event at any one Situation as set out hereunder, and it is understood and agreed that such sub limits shall not increase the liability of the Insurer(s) beyond the Limit(s) of Liability expressed above and also the under mentioned deductible(s) will apply in respect of such Sub Limits but shall not be cumulative.</p> <p><b>Section 1 – Material Loss or Damage</b></p> <table border="0" style="width: 100%;"> <tr> <td>Removal of Debris</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Extra Cost of Reinstatement</td> <td style="text-align: right;">\$5,500,000</td> </tr> <tr> <td>Additional Extra Costs of Reinstatement</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Theft of Property in the Open Air</td> <td style="text-align: right;">\$250,000</td> </tr> <tr> <td>Loss of Land Value</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Money in Transit</td> <td style="text-align: right;">\$100,000</td> </tr> </table>		Removal of Debris	\$2,000,000	Extra Cost of Reinstatement	\$5,500,000	Additional Extra Costs of Reinstatement	\$1,000,000	Theft of Property in the Open Air	\$250,000	Loss of Land Value	\$1,000,000	Money in Transit	\$100,000
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Loss of Land Value	\$1,000,000													
Money in Transit	\$100,000													



Money on Premises 24 hours	\$100,000
Property insured other than money or property in transit	
Caused by theft, or any attempt theft	\$500,000
Property (excluding money) in Transit	\$150,000
Specified damage as defined in item 1.13	\$500,000
Expediting Expenses	\$200,000
Directors' & Officers Personal Effects (Limit any one person \$5,000)	\$20,000
Works of Art, Curios, Antiques	\$150,000
Fire Fighting Extinguishment Costs	\$250,000
Temporary Protection	\$250,000
Locks & Keys	\$50,000
Clearance of Drains	\$25,000
Boiler Explosion	\$50,000
Territories Outside Australia	\$50,000
Fusion	\$20,000

### **Section 2 – Consequential Loss**

Item No. 2 – Claims Preparation Costs	\$500,000
Item No. 4 – Additional Increased Cost of Working	\$5,000,000
Loss of Rent	\$750,000
Gross Revenue First Loss	\$18,000,000
Payroll First Loss (Inc in Gross Revenue First Loss)	\$500,000
Accounts Receivable	\$100,000
Suppliers, Customers & Repairers (Unspecified)	\$500,000
Human & Infectious Diseases	\$250,000
Murder & Suicide	\$1,000,000
Fines & Damages	\$250,000
Prevention of Access (Other than Human & Infectious Diseases)	\$1,000,000

**Indemnity Period** 36 Months in respect to schools/aged care facilities  
24 Months all other

**Deductible** The Insured shall bear the following amount(s) in respect of each claim or series of claims arising out of any one event.

### **Combined Sections 1 & 2 – Material Loss or Damage & Business Interruption**

Earthquake, Subterranean Fire or Volcanic Eruption - \$20,000 or an amount equal to 1% of the total Declared Values at the Situation where the Damage occurs whichever is the lesser;

Clothing and Personal Property \$250

Any other claim \$10,000

Maximum Annual Aggregate Deductible \$625,000 which is contributed to by all losses from the Ground Up. After exhaustion of the \$625,000 any further losses are payable excess free

**Special Comments** Terrorism Insurance Act 2003 – Policy Notation

This policy is deemed to be an eligible insurance contract in terms of the Terrorism Insurance Act 2003. Accordingly, whilst the Policy contains an Act of Terrorism Exclusion, then subject to all other terms and conditions



of the Policy, cover is amended to the extent provided by the Terrorism Insurance Act 2003.

## General Liability (Public & Products)

<b>Underwriter</b>	Ansvar Insurance Ltd
<b>Policy Number</b>	02.02.18810
<b>Interest Insured</b>	<p>Insured's legal liability to pay damages or compensation in respect of:</p> <p>(a) Personal Injury;  (b) Property Damage  (c) Advertising Injury</p> <p>Occurring within the geographical limits during the period of insurance as a result of an occurrence happening in connection with the Insured's business.</p>
<b>Geographical Limits</b>	Anywhere in the world (except the United States of America and Canada) as per policy wording.
<b>Limit(s) of Liability</b>	\$20,000,000 any one claim but limited to \$20,000,000 in the aggregate any one period of insurance with respect to Products Liability.
<b>Sub – Limit</b>	Molestation/sexual abuse - \$5,000,000 anyone occurrence and in the aggregate any one insurance year
<b>Deductible</b>	\$10,000 any one loss, \$150,000 in the annual aggregate thereafter \$1,000 any one loss.
<b>Excluding Liability</b>	<p>Employee Liability  Sexual abuse by known offender  Medical malpractice  Professional Indemnity  Goods in Care, Custody and Control over \$500,000  Aircraft Products  Pollution and Contamination exclusion  Registered Motor Vehicles  Watercraft in excess of 8 metres  Asbestos exclusion  Terrorism exclusion  Electronic Data endorsement  Fines &amp; Penalties  Punitive &amp; Exemplary Damages</p>
<b>Policy Wording</b>	<p>Aon Broadform Occurrence Wording or Insurers equivalent, which shall include;</p> <p>(a) Broad definition of Personal Injury.  (b) Damage to property shall include loss of and loss of use of property.  (c) Liability caused by an occurrence.  (d) Defence costs additional to the limit of indemnity.  (e) Limit of Liability any one occurrence except products liability - aggregate any one period.</p>



- (f) Broad definition of Insured eg. Principal, Social Club members etc.
- (g) Cross Liability Clause.
- (h) Sudden and Accidental Pollution.
- (i) Liability arising out of first aid facilities.
- (j) Liability under lease or rental agreements.
- (k) Car Park Liability.
- (l) Property in the Insured's physical or legal control.
- (m) Advertising, Broadcasting, Telecasting, Publication Activities
- (n) Infringement of copyright

**Special Exclusion**

**Molestation – Known Offenders Exclusion**

This policy does not cover liability in respect of injury sustained by any persons arising out of or as a result of the molesting or interfering with any person(s) by a person known to be, suspected of and/or having been convicted for molestation offences, being any part of the Insured or employed by or performing any service on behalf of the Insured



## Umbrella Liability

<b>Underwriter</b>	AIG Australia		
<b>Policy Number</b>	MU 79750		
<b>Interest Insured</b>	<p>Insured's legal liability to pay compensation in respect of:</p> <p>(d) Personal Injury;            (e) Property Damage; or            (f) Advertising Liability</p> <p>happening during the Period of Insurance and caused by an Occurrence within the geographical limits in connection with the Business.</p>		
<b>Geographical Limits</b>	Anywhere in the world (except the United States of America and Canada).		
<b>Limit(s) of Liability</b>	\$80,000,000 any one Occurrence and in the aggregate in respect to Products Liability in excess of Underlying Insurances and Self Insured retentions		
<b>Self Insured Retention</b>	\$10,000 any one occurrence (costs inclusive)		
<b>Excluding Liability</b>	Employee Liability Sexual abuse by known offender Medical malpractice Professional Indemnity Goods in Care, Custody and Control over \$500,000		
<b>Policy Wording</b>	AIG Umbrella Liability Policy and Endorsements as issued December 19 <sup>th</sup> 2005 (list of Exclusions summarised below):		
<b>Underlying Covers</b>	<b>Class</b>	<b>Insurer</b>	<b>Limit of Indemnity</b>
	General & Products	EIG – Ansvar	\$20,000,000
	Motor Vehicle	EIG – Ansvar	\$20,000,000
	Workers Comp	Various	As per Acts
	Contract Works	EIG Ansvar	\$5,000,000
	Corporate Travel	ACE	Territorial Workers Comp. \$2,000,000 Aggregate. Personal Liability \$5,000,000
<b>Exclusions</b>	AIG War & Terrorism AIG Total Asbestos AIG Silica Product Recall Excludes DIC/DIL cover for Employers Liability/Workers Compensation Outside Australia Common Law provision only within Australia AIG Molestation Exclusion Medical Professional Liability excluded in full Professional Indemnity Exclusion Care, Custody & Control Exclusion applies Umbrella Motor Endorsement Advertising, Libel and Slander Exclusion		



## Employment Practices Liability

<b>Underwriter</b>	Self Funded
<b>Policy Number</b>	Not applicable
<b>Interest Insured</b>	To indemnify the insured entities against liability at law for damages (and claimant's defence costs) for claims made by reason of wrongful acts committed by the insured entity, for breaches or alleged breaches of employment related legislation, including discrimination, harassment and wrongful dismissal.
<b>Geographical Limits</b>	Australia
<b>Limit(s) of Liability</b>	\$50,000 any one claim and in the aggregate
<b>Self Insured Retention</b>	\$1,000 including costs
<b>Policy Wording</b>	As per document held in National Office
<b>Major Exclusions</b>	Workers Compensation or Occupational Health and Safety legislation Bodily Injury Unfair contracts Fines & Penalties



## Hirer's Liability

<b>Underwriter</b>	Ansvar Insurance Ltd
<b>Policy Number</b>	01.080.0391557
<b>Interest Insured</b>	<p>Insured's legal liability to pay compensation in respect of:</p> <p>(g) Personal Injury; (h) Property Damage;</p> <p>happening during the Period of Insurance and caused by an Occurrence within the geographical limits in connection with the hiring the facilities of individual Baptist Churches or various other property belonging to or owned or leased by a constituent of the Baptist Union of Australia for Private Functions, Anniversaries, Birthdays, Weddings and similar events</p>
<b>Geographical Limits</b>	Anywhere in the Australia
<b>Limit(s) of Liability</b>	\$5,000,000 any one occurrence \$5,000,000 in the aggregate in respect to Product Liability
<b>Deductible</b>	\$100 any one occurrence
<b>Policy Wording</b>	<p>Aon Broadform Occurrence Wording or Insurers equivalent, which shall include;</p> <p>(a) Broad definition of Personal Injury. (b) Damage to property shall include loss of and loss of use of property. (c) Liability caused by an occurrence. (d) Defence costs additional to the limit of indemnity. (e) Limit of Liability any one occurrence except products liability - aggregate any one period. (f) Broad definition of Insured eg. Principal, Social Club members etc. (g) Cross Liability Clause. (h) Blanket Contractual Liability (i) Sudden and Accidental Pollution. (l) Liability arising out of first aid facilities. (k) Liability under lease or rental agreements. (l) Car Park Liability. (m) Property in the Insured's physical or legal control – limit \$100,000 (n) Advertising, Broadcasting, Telecasting, Publication Activities (o) Infringement of copyright</p>



## Professional Indemnity - Claims Made Policy

<b>Underwriter</b>	Ansvar Insurance Ltd
<b>Policy Number</b>	01.025.18810
<b>Interest Insured</b>	Liability for Breach of Duty owed in a Professional Capacity arising out of any act error or omission occurring or committed in such professional capacity
<b>Limit(s) of Liability</b>	\$10,000,000 any one claim, and \$20,000,000 in the aggregate.
<b>Deductible</b>	\$10,000 each and every claim, inclusive of costs and expenses, \$50,000 in the aggregate and thereafter reducing to \$1,000 each and every claim.
<b>Policy Wording</b>	As expiring with inclusion of voluntary workers and agents under definition of Insured.
<b>Retroactive Date</b>	30 September 1992
<b>Special Comments</b>	“Claims Made” Wording  This Policy is issued on a claims made basis.
<b>Exclusions</b>	Dishonesty, Fraudulent or Criminal Breach of Duty Sexual abuse Medical Practitioners Self-employed Registered Medical Professionals



## Director's & Officer's Liability - Claims Made Policy

<b>Underwriter</b>	Ansvar Insurance Ltd
<b>Policy Number</b>	01.025.18810
<b>Insured Interest</b>	Indemnity to Directors' & Officers' by reason of any wrongful act (as defined) committed by them in their capacity as a director or officer (as defined) including defence costs.
<b>Limit(s) of Liability</b>	TBA
<b>Deductible</b>	Insuring Clause A - \$Nil Insuring Clause B - \$10,000 each claim, \$50,000 in the aggregate and thereafter reducing to \$1,000 each and every claim.
<b>Policy Wording</b>	As expiring
<b>Retroactive Date</b>	30 September 2004
<b>Special Extensions</b>	Outside Directorships on Not-for-Profit organisations
<b>Major Exclusions</b>	Lack of Professional Duty Bodily Injury Sexual Abuse Insured v Insured



## Fidelity Guarantee

<b>Underwriter</b>	Ansvar Insurance Ltd
<b>Policy Number</b>	03.025.18810
<b>Interest Insured</b>	Loss of money, securities and other property, the Insured's own or for which they are liable sustained as a result of any Act or Acts of fraud or dishonesty committed by any employee acting alone or in collusion with others.
<b>Geographical Limits</b>	Anywhere in Australia
<b>Limit(s) of Liability</b>	\$1,000,000 in respect of one Employee; and \$1,000,000 in respect of all Employees \$ 5,000 in respect to costs to validate claim
<b>Deductible</b>	\$1,000 any one claim
<b>Policy Wording</b>	Aon Broad form wording or insurers equivalent, which shall: <ul style="list-style-type: none"> <li>(i) limit discovery requirement to not later than 12 months after termination of the Policy or termination of employment.</li> <li>(ii) include costs of external auditor, consultant, investigator to validate a claim.</li> <li>(iii) provide for automatic reinstatement of the limits of liability following a loss.</li> <li>(iv) not contain a condition requiring a successful prosecution of an employee before a claim can be admitted.</li> <li>(v) not require the designation of the specific employee or employees causing such loss provided that the evidence submitted reasonably proves that such loss was caused by fraud or dishonesty of an employee</li> </ul>
<b>Major Exclusion</b>	Computer Crime



## Machinery and Electronic Equipment Breakdown

<b>Underwriter</b>	Self Funded
<b>Policy Number</b>	Not Applicable
<b>Interest Insured</b>	All electrical & electronic plant and equipment as defined.
<b>Limit of Liability</b>	Combined limit and one loss or series of losses from any ONE event.\$20,000
<b>Deductible</b>	\$100 (or applicable deductible in each state) each & every claim arising out of any one event.
<b>Policy Wording</b>	As per wording held in National Office
<b>Additional Benefits</b>	Additional Repair Costs up to 50% of normal repair costs Deterioration of frozen and refrigerated food
<b>Major Exclusions</b>	Fusion Wear, tear, gradual deterioration Normal upkeep and maintenance Computer virus Repairs payable under warranty or maintenance agreements



## Motor Vehicle

**Underwriter** Ansvar Insurance Ltd

**Policy Number** 03.040.0047244

**Interest Insured** All Motor Vehicles (including those converted to LPG) presently existing or hereinafter acquired, owned, hired, leased, rented, loaned, borrowed or used by the Insured, for which the Insured is responsible or has assumed responsibility or in which the Insured has an insurable interest or for which the Insured has received instructions to insure.

The term "Motor Vehicles" shall be deemed to also include Motor Cycles, Trailers, Caravans and Mobile Plant and Equipment.

All accessories, tools and spare parts including, but not limited to radios, receiving and transmitting equipment, cassettes, recorders, air conditioning units, gates, binders, ropes, tarpaulins, sign writing and artwork; including such property (not otherwise insured) installed by employees.

**Geographical Limits** Anywhere within the Commonwealth of Australia and during transport by sea, land or air between any places in the Commonwealth of Australia

**Limit(s) of Liability** **Own Vehicle Damage**  
Market value unless specifically stated otherwise.  
Additional Vehicles limit \$100,000 any one vehicle

### Third Party Liability

\$20,000,000 any one event

Subject to Carriage of Hazardous Goods Limit (14.3) \$100,000

**Sub-Limits of Liability** In respect of the following benefits payable under Section 1 the liability of the Insurer shall be limited for any one claim to the amount stated hereunder.

Towing Charges	\$1,000
Cost of Repatriating Driver/ Retrieval of Vehicle	\$1,000
Sign writing	\$1,000
Hire Costs	\$1,500
Employees' Personal Effects	\$1,000

**Deductible** \$400 each and every claim

No Aged and Inexperienced Driver's Excess to apply

**Policy Wording** Aon CUF Motor Vehicle policy wording CMV 7/97 or insurers equivalent which shall include;



Cross Liability  
Non-owned motor vehicles - Liability  
Removal of Debris Costs  
Costs of Recovery following theft or unlawful use  
Replacement Vehicle Hire - up to 14 days  
Additional Interests  
Contractual Liability - policy exclusion amended to provide cover if liability would have attached in absence of agreement  
Liability for Property - damage to property includes loss of property  
Cancellation 30 days minimum notice  
Release  
Car Park  
Authorisation of Repairs - up to \$2,000  
Earthquake, Riots & Civil Commotion exclusion (if applicable) deleted  
Repatriation Expenses and Cost of Retrieving vehicle after repairs completed  
Total Loss Settlement - in respect of Sedans or Station Sedans one year old or less  
Personal Property of Employees  
Towing Charges  
Automatic inclusion of additional vehicles - Limit \$100,000



## Personal Accident (Volunteers/Youth Activities) – All other Classes

**Underwriter** Accident & Health International Underwriting

**Policy Number** 0017678

**Insured Person(s)**

- a) all voluntary workers
- b) persons involved in **church** youth activities whilst actually engaged in youth activities officially organised and under the control of the Insured including the necessary direct travel to and from such activities. No cover is provided for voluntary workers' or youth activity participants' personal equipment and other property.

**Note:** Youth activities mean official activities, which form part of the youth program of a Church. It does not include "whole of Church" activities such as a family camp or Church picnic. Organised team sports are also excluded.

### Indemnity

#### Section A

Accidental Death (Events 1 to 19)  
(Event 1 limited to \$10,000 - Insured Persons under 18 years) \$200,000

#### Section B

Injury Weekly Benefit (Event 20)  
7 Day Excess, 104 weeks \$2,000

#### Section C

Emergency Home Help Clause  
Non-Income Earners, 7 Day Excess, 104 weeks \$1,000

(Non Medicare) Medical Expenses  
(85% Reimburse/\$50 Excess) \$5,000

Tutorial Costs for Students \$1,000

Out of Pocket Expenses Clause  
(26 weeks) \$1,000

**Age Limitation** Voluntary Workers 12 years – 90 years  
Youth Activities Participants 0 - 21 years of age

**Aggregate Liability per Policy Year** \$2,000,000

**Policy Wording** As agreed

**Underwriting Information** Estimated number of participants 50,000



**Extensions****EMERGENCY HOME HELP CLAUSE**

Temporary Total Disablement compensation does not apply to Insured Persons who are retired or unemployed or not in receipt of Salary. However in respect of Insured Persons who are retired or unemployed or not in receipt of Salary it is agreed that the Company will pay for the cost of hiring domestic help and/or childminding services reasonably and necessarily incurred by an Insured Person as a result of Bodily Injury causing total disablement, PROVIDED THAT

such childminding services and domestic help are carried out by persons other than members of the Insured Person's family or other relatives or persons permanently living with the Insured Person.

such childminding services and domestic help is certified by a duly qualified medical practitioner as being necessary for the recovery of the Insured Person.

The Company's liability is limited to:

\$1000 per week payable from the 28<sup>th</sup> day of treatment by a duly qualified medical practitioner for an aggregate period not exceeding 104 weeks.

\* Parent Inconvenience Clause (Travel Expenses) – Limit \$4,000

**Out of Pocket Expenses**

It is hereby declared and agreed that should an Insured Person be a non income earner, the benefit under Event 20 is limited to \$1,000 per week and is payable upon receipts furnished to the Insured for out of pocket expenses attributable directly to such disablement.

**Student Tutorial Cost**

It is agreed and declared that the company will pay the cost of Hiring Home Tutorial Services reasonably and necessarily incurred by an Insured Person as a result of injury causing Temporary Total Disablement, Provided that

The Insured Person is registered as a full time student

Such Home Tutorial Services are carried out by persons other than members of the Insured Person's family or other relatives.

Liability is limited to \$1,000 per week payable from the 14<sup>th</sup> day of treatment by a duly qualified medical practitioner for an aggregate period not exceeding 104 weeks.

Parent Inconvenience Clause (Travel Expenses) – Limit \$4,000

**DEFINITIONS UNDER NON-MEDICARE MEDICAL EXPENSES**

NON-MEDICARE MEDICAL EXPENSES means expenses incurred within twelve (12) months of sustaining an injury; and expenses paid by an Insured Person or by the Insured for Doctor, Physician, Surgeon, Nurse, Physiotherapist, Chiropractor, Osteopath, Hospital and/or Ambulance services for the following treatments:



Medical  
Surgical  
X-Ray  
Chiropractic  
Osteopathic  
Physiotherapy  
Hospitalisation  
Nursing

**But excludes**

Dental Treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the injury referred to in a) above, and Services for which the Insured is eligible to receive Medicare Benefits.

**CONDITIONS APPLYING TO NON-MEDICARE MEDICAL EXPENSES**

Any benefit payable is less recovery made from any private Health Insurance Fund.

No benefit is payable in respect of the Medicare gap between payment made by Medicare and charges incurred.

With respect to the Non-Medicare Medical Expenses endorsement the maximum we will pay is \$5000 subject to 85% of expenses. Excess \$50 each and every claim.



## Corporate Travel – All other Classes

<b>Underwriter</b>	ACE Insurance Limited
<b>Policy Number</b>	ABTVL000131VIC
<b>Scope of Cover</b>	Cover under this Policy applies whilst an Insured Person is engaged in a Journey (as defined) undertaken on the Insured's business, including all incidental private travel.
<b>Insured Person(s)</b>	All Constituent Members and Volunteers of the Insured whilst on Authorised Business Travel, as defined
<b>Journey</b>	<p>"Journey" shall mean any authorised business travel not exceeding 180 days undertaken on the business of the Insured, provided such travel involves a destination of 50 kilometres or more <b>OR</b> travel by air <b>OR</b> interstate or overseas travel.</p> <p>Authorised Business Travel shall also include all incidental or associated private holiday travel.</p> <p>Such cover shall commence from the time the Insured Person leaves their normal residence or place of business, whichever is the place of departure for the commencement of the journey, and be continuous on a full time 24 hour basis until the Insured Person returns to his normal residence or place of business, whichever occurs first.</p> <p>Everyday commuting shall not be regarded as a journey on the business of the Insured.</p>
<b>Geographical Limits</b>	Anywhere in the world
<b>Schedule of Benefits</b>	As per the following Schedule of Benefits

Section	Item	Maximum Benefit (AUD)
1A	Personal Accident and Capital Benefits	\$200,000
	Accompanying persons	200,000
	Dependent children	20,000
1B	Weekly Benefit – Injury (max. 156 weeks; 7 day excess)	1,000 and not exceeding 85% of earnings
1C	Weekly Benefit – Sickness (max. 156 weeks; 7 day excess)	Not Insured
2	Kidnap & Extortion	250,000
3	Hijack and Detention	300 per day
	Legal Costs	\$10,000
4	Medical and Additional Expenses	Unlimited
	Cancellation and Curtailment Expenses	Unlimited



	Continuous Bed Confinement (max. 100 days)	100 per day
5	Overseas Emergency Assistance	Included
6	Loss of Deposits	10,000
7	Baggage/Business Property	10,000
	Electronic Equipment Excess \$500	10,000
	Limit any one Item	5,000
	Deprivation of Baggage	2,000
	Money/Travel Documents Excess	10,000 Nil
8	Alternative Employee Expenses	10,000
9	Personal Liability	5,000,000
10	Rental Vehicle Excess Waiver	5,000
11	Extra Territorial Workers Compensation	
	Weekly Compensation	1,000
	Damages, Costs and Expenses	500,000
	Aggregate Limit of Liability	2,000,000
12	Missed Transport Connection	3,000
13	Political Evacuation	100,000 (Limit \$20,000 per person)

**Aggregate Limit**

**Scheduled Flights**

\$2,000,000

**Non – scheduled Flights**

\$500,000



## Marine Hull – All other Classes

<b>Underwriter</b>	Vero National Marine	
<b>Policy Number</b>	MHU010084227	
<b>Interest Insured</b>	(A) Hull, Machinery, Equipment and other interests as described plus boats and equipment on hire or loan to the insured for which the insured is responsible at the time of loss.  (B) Third Party Liabilities	
<b>Limit(s) of Liability</b>	Hull Machinery Equipment	As per schedule.
	Protection & Indemnity (Injury or damage) (as underlying cover to Public Liability)	\$10,000
<b>Deductible</b>	\$100 each and every claim	



## Contract Works – All other Classes

**Underwriter** Ansvar Insurance Ltd

**Policy Number** 03.025.18810

### Scope of Cover

#### Material Loss or Damage

##### 1. Insured Property

The Insurers will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property from a cause not specifically excluded, occurring at Worksites within the Territorial Limits, in respect of:

- (a) Construction Plant and Equipment - during the Period of Insurance;
- (b) All other Insured Property - during the Construction Period.

##### 2. Defects Liability (Extended Maintenance)

The Insurers will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property from a cause not specifically excluded, occurring at Worksites, provided such Damage:

- (a) manifests itself during the Defects Liability Period; and
- (b) originates from:
  - (i) a cause not specifically excluded arising during the Construction Period and at a Worksite; or
  - (ii) an act or omission of any of the Insured parties in the course of complying with the requirements of the Defects Liability Period provisions of the Contract.

### Insured Operations:

#### Alternative A - All Contracts Transfer Basis

All Contracts of any kind or description undertaken by or on behalf of the Named Insured and:

- 1. commenced during the Period of Insurance; or
- 2. commenced prior to and not completed at the inception of this Policy (or any renewal thereof);

but shall not include Excluded Contracts.

#### Excluded Contracts

Contracts:

- (a) involving high rise construction greater than 5 floors/storeys;
- (b) where the initial estimated Project Value exceeds \$5,000,000;

### Maximum Defects Liability Period:

12 months any one Contract in respect of the original Defects Liability Period.

### Maximum Performance Testing Period

4 weeks any one Contract.



<b>Territorial Limits:</b>	<p><b>Material Loss or Damage</b></p> <p>Anywhere in Australia, including cover for Insured Property whilst in storage and in transit.</p> <p><b>Public Liability</b></p> <p>Anywhere in the world excluding the United States of America or Canada where Insured Operations are carried out or completed for or on behalf of the Insured.. Notwithstanding the above, indemnity is provided in respect of:</p>																												
<b>Limits of Liability:</b> (General Condition)	<p><b>Material Loss or Damage</b></p> <p>Limit of Liability any one Event at any one situation:</p> <table border="0"> <tr> <td>1. Contract Works</td> <td style="text-align: right;">\$5,000,000</td> </tr> <tr> <td>2. Existing Structures, Site Huts, Buildings &amp; Office Equipment</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>3. Construction Plant and Equipment (limit any one item - \$20,000)</td> <td style="text-align: right;">\$200,000</td> </tr> </table> <p>The liability of Insurers will be further limited in respect of any one Event at any one situation as set out in the Sub-limits below. These Sub-limits will apply in addition to the above Limits of Liability.</p> <p><b>Sub-limits – Applicable to Material Damage:</b></p> <p><b>Extensions</b></p> <table border="0"> <tr> <td>(a) Removal of Debris and Other Costs</td> <td></td> </tr> <tr> <td>(b) Expediting Expenses</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(c) Search and Locate Costs</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(d) Professionals' Fees</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(e) Mitigation Expenses</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(f) Plant Hire Charges</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(g) Claim Preparation Costs</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(h) Government and other Fees</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(i) Inflation Protection</td> <td style="text-align: right;">10% of Section 1 Limit</td> </tr> <tr> <td>(j) Insured Property whilst in transit</td> <td style="text-align: right;">\$50,000</td> </tr> </table> <p><b>Public Liability</b></p> <table border="0"> <tr> <td>Limit in respect of each Occurrence</td> <td style="text-align: right;">\$5,000,000</td> </tr> </table>	1. Contract Works	\$5,000,000	2. Existing Structures, Site Huts, Buildings & Office Equipment	\$200,000	3. Construction Plant and Equipment (limit any one item - \$20,000)	\$200,000	(a) Removal of Debris and Other Costs		(b) Expediting Expenses	\$200,000	(c) Search and Locate Costs	\$200,000	(d) Professionals' Fees	\$200,000	(e) Mitigation Expenses	\$200,000	(f) Plant Hire Charges	\$200,000	(g) Claim Preparation Costs	\$200,000	(h) Government and other Fees	\$200,000	(i) Inflation Protection	10% of Section 1 Limit	(j) Insured Property whilst in transit	\$50,000	Limit in respect of each Occurrence	\$5,000,000
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<b>Basis of Settlement</b> (Insuring Clause)	<p>In respect of Construction Plant and Equipment:</p> <p>Indemnity Value, however items which are less than 4 years old as at the date of the Event, shall be subject to Reinstatement Value.</p>																												
<b>Policy Wording:</b>	<p>Aon Risk Services Australia Limited wording – attached:</p> <ol style="list-style-type: none"> <li>1. Construction Risks – Material Damage and Public Liability Annual Insurance Policy</li> </ol>																												



<b>Excess:</b>	<b>Material Loss or Damage</b>	
	Damage to Insured Property caused by a Major Peril: Damage to Insured Property whilst in transit	
	1. Damage to caused by:	\$1,000
	(a) a defect in material, workmanship, design, plan or specification to the extent it is not excluded by Exclusion 3.3: any other cause other than that stated in 1(a) above and 2 below:	
	Damage to Insured property from any other cause	\$1,000
		\$1,000
		\$1,000
	<b>Public Liability</b> (inclusive of Defence and Other Costs)	\$1,000
	Property Damage	
	Personal Injury:	
	Worker to Worker Liability	\$1,000
	All other claims	\$1,000
		\$1,000

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## Claims Procedure

This section is designed to provide assistance in procedures to be followed in the event of any incident that might give rise to a claim occurring under any of your insurance policies.

All claims (except where otherwise agreed and noted herein) are to be reported immediately to ABIS.

To enable the processing of the claim without delay and to minimise the possible damage or injury incurred, it is important that the following action be taken.

1. All reasonable steps should be taken following an accident or loss to protect the property or person from any further damage or injury.
2. Any incident which may give rise to a claim should be immediately reported to ABIS to avoid any potential for denial of liability from underwriters alleging late notification.
3. Any loss by theft and/or wilful or malicious damage should be immediately reported to the nearest Police station.
4. Comply with the relevant claims procedure specific to the class of insurance for which the claim applies to.
5. Complete the correct claim form and attach all associated claims documents. Where a specific claim form has not been specified, a General Claim Form should be used.
6. Forward claim documentation including any supporting papers to the Insurance Administrator in your State or ABIS.

This section is included for information purposes. It is designed to provide assistance in procedures to be followed in the event of any incident that might give rise to a claim occurring under any of your insurance policies.



## Industrial Special Risks

### Property (Material) Damage

Generally, such claims relate to loss or damage to your property which may involve events such as fire, storm, explosion, flood, theft/burglary, malicious damage, etc.

Where there has been loss or damage to your property:

1. Take all reasonable steps to protect property from any further loss or damage.
2. Call the Police or other Emergency Services as required. Any loss by theft or wilful or malicious damage should immediately be reported to the nearest Police Station and details of the attending Police noted.
3. Report by telephone to the Insurance Administrator in your State who will advise what further action is required and will forward the necessary claim form.
4. Where required, complete a Claim Form and all claims documents as soon as possible after the occurrence whilst memory of the incident is still fresh in the minds of all concerned.
5. Ensure full cooperation with the Loss Adjuster appointed by your underwriter.

### Business Interruption (BI)

This section relates to the consequential loss of profits that may occur as a result of a material damage loss, covered under the Industrial Special Risks policy.

In the event of a loss, the following steps should be taken:

1. Inform ABIS of a potential BI Loss.
2. Consider appointing a Risk Accounting Consultant to represent your interests in:
  - Estimating loss
  - Exploring appropriate loss mitigation initiatives
  - Establish a plan to prepare claims for the purpose of restoring cash flow
  - Assist in managing and responding to requests raised by the underwriter's appointed Loss Adjuster
  - Collate necessary information required by the Loss Adjuster.
4. Set up separate ledger accounts to capture all additional costs.
5. Copy all related invoices and create separate files for the purpose of substantiating any claim.
6. Inform all sales staff to record details of sales orders placed which cannot be met due to interruption.
7. Do all things reasonably practicable to minimise interruption to business



## General and Products Liability

### Under No Circumstances Must Liability Be Admitted Either Verbally Or In Writing

Upon the happening of any incident likely to give rise to a claim, the following points must be noted:

1. All reasonable steps should be taken following an accident or loss to protect the person or property from any further injury.
2. Advice must be forwarded to ABIS, together with originals of all correspondence received from a third party and any other supporting documentation (e.g. incident report)
3. Where an Incident Report is to be completed, bear in mind the following:

**Be Discreet** – Do not complete the Incident Report in front of the injured person. This may signal that an insurance claim may be possible.

**Be Specific** – Remember, the report you write may be forwarded to your underwriter for assessment and evaluation purposes and may be admitted as evidence in court. Be specific and comprehensive in your details.

**Provide Full Details** – Detail (no matter how trivial it may seem at the time), is the most essential component of your Report. In most instances, if the claim ever reaches a court of law, it may be several years down the track. Nobody will remember the specifics unless you write them down at the time of the Report.

4. No correspondence should be entered into with a third party except acknowledgement of receipt of the claim. The acknowledgement letter should read as follows:

**"Without Prejudice"**

**We acknowledge receipt of your correspondence concerning an incident at [Location]. This is receiving our attention.**

5. Do not give any interview or make any statement to a Loss Adjuster or other person investigating any accident or damage unless such person is acting on behalf of your underwriter.



## “Claims Made” Policies

This section provides guidance on the procedure for notifying a claim or circumstances that might give rise to a claim under “Claims Made” policies.

The following policies are generally underwritten on a “Claims Made” basis:

- Directors’ & Officers’ Liability/Company Reimbursement Insurance;
- Professional Indemnity Insurance;

The trigger of “claims made” policies is the date an Insured or its representative first becomes aware that a potential claim may be made as a result of an alleged breach or an alleged error or omission.

This is different from other policies (e.g. General Liability, Property) which operate on an “occurrence” basis where the trigger is the date on which the incident giving rise to the claim occurred.

“Claims made” policies typically contain an exclusion which provides that the policy will not cover claims where the claim or circumstance was known to the Insured prior to the inception of the policy.

Such policies also require that the claim or circumstances which may give rise to a claim in the future, be notified to the underwriter within the currency of the policy, as a pre-condition to indemnity.

In effect (and subject to the of Section 54 of the Insurance Contracts Act), there is no cover for anything known before the policy period or for anything which is known to the Insured during the policy period but not notified to underwriter during the policy period.

ABIS strongly recommends that all facts and/or known circumstances that may have the potential to give rise to a claim in the future be notified within the current period of insurance.

## Notifiable Matters

The following provides a practical guide as to notifiable matters:

### 1. Claims

- civil proceedings or written demand against the Company and/or individual insured seeking damages e.g. letter of demand alleging breach of employment practices duty.
- criminal proceedings against the Company and/or an individual insured e.g. charge of breach of Occupational Health & Safety Act.
- administrative or regulatory proceedings e.g. notice of proceedings for breach of Corporations Law regulations.

### 2. Circumstances

- awareness of conduct which may give rise to civil proceedings e.g. through allegations of breach of employment practices.
- awareness of conduct which may have breached laws and which may result in criminal proceedings against an Insured and its representatives.
- awareness of a breach of regulations which may give rise to administrative or regulatory proceedings.

### 3. Securities Claim

written demand against the Insured seeking damages, e.g. alleging inadequate disclosure in a company document.

### 4. Representation at investigations and examinations



receipt of notice (written or oral) that a representative of the Company and/or individual Insured is required to attend or appear at an official investigation, examination or inquiry into the affairs of the Company.

### Notification Procedure

When an employee or officer becomes aware of a potential Claim or Circumstances:

1. Immediately advise the responsible staff member or department so that appropriate notification can be given to the Insurer.
2. Information forming part of the initial notification
  - Brief synopsis or overview of the facts;
  - Intended course of action contemplated by the Insured in establishing the exposure of any Insured Person and/or the Company in terms of liability and quantum;
  - Any additional information available in support of notification.
3. When dealing with an initial complaint or potential claim, it is imperative that the Insured and/or its Representatives does not admit liability and does not make any offer of settlement nor incur defence costs without seeking prior approval and consent from underwriter(s). To do so could be construed as a failure to comply with policy conditions and has the potential to prejudice Insured's position under the relevant policies.
4. Complete underwriter's Claim Forms where required

### Motor Vehicle

All Insureds' authorised to drive a vehicle must familiarise themselves with this procedure

1. In the event of an accident:
  - Stop and exchange names and addresses with any other party involved.
  - Record registration number and make of any other vehicle.
  - Ensure that the exact location of the accident is noted, together with times and conditions of Road (e.g. slippery – following heavy rain).
  - Record names and addresses of as many witnesses as possible at the scene of the accident.
  - Report accident to Police if required to do so by State Motor Traffic Law or By-Law.
  - Discussions concerning negligence of either party involved in the accident must not be entered into.
2. **Where damage to vehicle is likely to exceed the policy excess of \$1,000**
  - Immediately obtain repair quotations.
  - Complete the Motor Vehicle Claim Form available from ABIS and forward the completed claim form together with both repair quotations to ABIS.
  - Repairs on the vehicle can commence as soon as it has been inspected and authorisation given by the Loss Adjuster.
  - Any documentation received from Third Parties (e.g. Letters of Demand) should be forwarded immediately to ABIS.
3. **Where Damage To Third Party Vehicle Or Property**
  - Obtain details of third party's Name, Address and Insurance Company.
  - Do no discuss fault or make any admission of liability.
  - Complete Claim Form relating to damage to third party property.
  - Forward Claim Form with any Letter of Demand to ABIS/Insurer.



## Corporate Travel

### Overseas Emergency Assistance

Travel Emergency Cards has been issued by your Corporate Travel underwriter and can be obtained from ABIS.

These cards contain a reverse charge telephone number (as follows) which will allow a traveller to access emergency assistance:

**61 2 8907 5995**

**Reverse Charge**

Emergency assistance may include one or more of the following services but only if they are considered necessary and organised by your underwriter's Emergency Assistance service:

- repatriation by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the Insured Person's home address;
- payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an Insured Person;
- payment of other emergency assistance expenses;
- worldwide 24 hour telephone access;
- emergency travel assistance;
- emergency medical evacuation;
- medically supervised repatriation;
- assistance in replacing a lost or stolen passport;
- legal assistance;
- interpreter access and referral;
- compassionate visit if traveling alone and hospitalised for more than a week;
- assistance in tracing delayed or lost luggage; and
- payment of approved medical services by claims process or redirection of hospital accounts.

### All Other Claims (Non-Emergencies)

1. Where there has been loss or theft/burglary of luggage, personal effects, travel documents, laptop computers, money and credit cards, report the loss to the local police or responsible officer of any airline or vessel on which you are travelling. A copy of the police report or the airline's acknowledgment and their reply for compensation must be retained and forwarded to your underwriter.
2. Complete the Corporate Travel Claim Form and attach additional supporting documentation such as:
  - quotes for replacement baggage
  - overseas medical invoices
  - invoices/receipts for emergency purchases of clothing etc.
  - documentation to support curtailed travel due to illness (e.g. doctors certificate and travel invoices to verify amount claimed)
  - confirmation from airline, hotel and/or police if items are lost or stolen
3. Forward the completed Claim Form, together with all supporting documentation to ABIS together with a short covering summary outlining brief circumstances of the claim.



## **Personal Accident**

### **In the event of injury, an Insured Person must:**

1. Follow medical advice from a legally qualified and registered medical practitioner as soon as possible after sustaining the injury.
2. Promptly advise ABIS of the occurrence.
3. Complete the relevant Claim Form and forward it to ABIS without delay.
4. Undergo any medical examination by a doctor appointed by the underwriter if required.
5. Provide the underwriter with any additional information which they may require about the claim e.g. doctors' report.
6. When lodging a claim, an Insured Person must advise the underwriter of any other insurance that may cover the same injury.



## Duty of Disclosure

In accordance with the provisions of the Insurance Contracts Act 1984 (Cth), you and everyone who is an insured under your policy and/or everyone who arranges insurance on behalf of a business entity and/or body corporate, must comply with the Duty of Disclosure. Make sure that you explain the duty to any other insureds you apply on behalf of and/or to others involved in arranging insurance.

The duty requires you to tell an insurer certain matters which will help it decide whether to offer insurance and, if so, on what terms.

The duty applies at the first application for a policy and on any renewal, variation, extension or replacement of the policy.

The type of duty that applies can vary according to the type of policy.

To assist ABIS in protecting your interests, it is important that you tell us every matter that:

- you know, or
- a reasonable person in the circumstances could be expected to know,
- is relevant to the insurer's decision whether to offer insurance and, if so, on what terms.

ABIS will then assist you in determining what needs to be disclosed to the insurer in order to meet your duty.

Examples of matters that should be disclosed are:

- any claims made in recent years for the particular type of insurance;
- refusal by an insurer to renew a policy;
- any unusual feature of the insured risk that may increase the likelihood of a claim.

Failure to comply with the duty may give the insurer the right to cancel the policy or reduce the amount it pays in the event of a claim. If the failure to comply with the duty is fraudulent, the insurer may treat the policy as if it never existed and pay nothing.

Even if ABIS is handling claims for you, you must disclose these matters on your proposal. ABIS cannot complete or add to your proposal in any way.

If you are uncertain about whether or not a particular matter should be disclosed, please contact ABIS.

The Duty of Disclosure must be taken seriously as it may affect your right to claim.

The history of losses suffered and claims made by the party seeking insurance, or any person, firm or company closely associated with that party, is one of the principal matters to be disclosed. It is therefore imperative that you maintain an up-to-date record of all such losses and claims.

Whilst ABIS will maintain records of all losses reported to us during the term of our appointment as your representative, we do not accept responsibility for obtaining details of prior losses or for checking in any particular instance that you have made proper and complete disclosure.

We recommend you:

- supply all management and senior staff with a copy of the Duty of Disclosure Notice;
- emphasise to them that the Duty of Disclosure applies not only at inception of the insurance, but also when policies are altered or renewed;
- point out to them that disclosure is most important in matters touching upon past claims, cancellation of insurance covers, premium penalties and any other matters which may influence an underwriter's acceptance of the risk such as criminal convictions or insolvency of previous companies; and
- have a system in place which ensures that all relevant matters come to their attention.



## Waiver of Rights

Some policies contain a clause that limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where the insured has entered into a contract limiting the liability that the other contracting party would have been under in the absence of the contract.

If you have entered into, or propose to enter into a contract which might limit rights against another contracting party, please let ABIS know, so that we can advise you about how the agreement affects, or will affect, your cover.

## Claims Made Policies

Directors' and Officers' Liability and Professional Indemnity policies and some other liability policies are written on a "Claims Made" basis.

This means that they cover only those claims made against you during the period of insurance. In some cases you must also notify the insurer of the claim during the period of insurance.

A Claims Made policy does not provide cover in relation to:

- claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- claims notified or arising out of circumstances notified under any previous policy;
- claims made against you prior to the commencement of the period of insurance;
- claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form; and
- events that occurred prior to the retroactive date of the policy (if such a date is specified).

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance. For this reason, you must send us written notice during the policy period of any facts or events that might give rise to a future claim. If you do not, you may not have cover if a claim arises later.

Upon expiry of the policy no further claims can be made hereunder and the need to maintain insurance or the arrangement of run-off cover is essential.

## Occurrence Basis Policies

Combined General Liability, Industrial Special Risks, Travel, Contract Works, Marine policies and some other policies are written on an occurrence basis.

This means when there is an incident/occurrence giving rise to a claim, the policy that responds is the policy that was in force at the time of the incident/occurrence.

## Interests of Other Parties

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is to have all interests in all property insured noted on each policy.



## Utmost Good Faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party (which means both you and the insurer) to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so you may prejudice your rights under the policy and in particular, any claim.

## Change of Risk or Circumstances

It is important that you advise ABIS of any material alterations to your business or products or indeed of any development which may have a bearing on the adequacy of your Insurance Program.

Your insurers have assessed and accepted your risks at an agreed premium on the basis of information provided during the placement and/or subsequent renewals of your insurance policies. Any variation of those details, if not advised to them, could prejudice the insurance cover.

The following list may be used as a guide to activities that should be notified to ABIS when they are being proposed or when they occur so that action can be taken to ensure your interests are adequately protected. It is by no means a complete list so, when in doubt, contact Aon for guidance:

- Acquisition of new companies and/or mergers and/or joint ventures (including sale or disposal of subsidiary companies).
- Purchase, construction or occupancy of new premises, alteration, vacation, temporary unoccupancy, extension or demolition of existing premises. Details of any new building or alteration work should be advised during the planning stage.
- Proposed installation of significant items of plant, machinery or equipment.
- Increase in value in excess of insured limits for buildings, plant and stock.
- Substantial removal of stock or equipment to other locations.
- Contractual liabilities (i.e. leases, hiring agreements), particularly any contracts which impose greater than usual liabilities.
- Granting of indemnities or hold harmless agreements e.g. lease agreements, contracts for supply or maintenance of fire protection and/or burglary protection equipment.
- Changes in processes, property occupancy, products or extension of business operations, including new products or processes.
- Alteration, amendment to or disconnection of fire or burglary protection systems.
- Charter or operation of aircraft or waterborne craft, other than ordinary commercial passenger travel.
- Developments involving establishment or extension of overseas operations or export of products.
- If Fidelity Guarantee (or Employee Theft) is insured, any alteration to the system of checks, supervision, audits and the like must be advised to insurers immediately.
- Issuance of any shares, debentures, ADRs; issuance of a prospectus or Information Memorandum; listing on a stock exchange; issuance of public or private offerings.
- Advice of other activities which could affect the nature of the risk originally accepted by insurers.

Early notification of development projects at the planning stage will enable ABIS to further assist you by:

- developing a sound and economical approach to construction insurance;
- reviewing indemnity and insurance clauses of contracts to ensure they are drafted in your best interests and do not prejudice your insurance program;
- mutually analyzing and agreeing upon standards of fire protection and security;
- ABIS advising you on important aspects of Safety and Risk Management;
- mutually analyzing your exposure to financial loss if the project is delayed, to determine your need for Advanced Business Interruption Insurance.



## Mis-statement of Premium

Every effort is made to determine the correct amount of premium and statutory charges that apply to your insurance. In the event that BUA mis-state that amount (either because we have made an unintentional error or because a third party has mis-stated the amount), we reserve the right to correct the error.

By instructing BUA to arrange insurance for you, you agree, where permitted by law, that you shall not hold BUA responsible for any loss that you may suffer as a result of any such mis-statement.

## Terrorism Insurance Act 2003

The Terrorism Insurance Act 2003 (the Act) deems terrorism cover into certain commercial insurance policies – eligible insurance contracts – covering eligible property in Australia.

In broad terms, the Act applies to non-residential buildings, structures, other works and their contents. Business Interruption covers which relate to the ownership or occupation of such property, and liability policies, to the extent that the liability arises from the ownership or occupation of such property, are also embraced by the legislation.

To qualify as an eligible insurance contract, a policy must be subject to a terrorism exclusion. Upon an event being deemed a declared terrorism incident by the Government, the Act renders terrorism exclusions inoperative and insureds may lodge claims with their insurers for losses caused by the terrorist incident. Apart from the terrorism exclusion, all other terms and conditions of policies deemed to be eligible insurance contracts remain the same.

Policies which contain an Act of Terrorism exclusion and which are designated an eligible insurance contract in terms of the Terrorism Insurance Act, are generally identified accordingly. Subject to all other terms and conditions of policies so designated, coverage is amended to the extent provided by the Terrorism Insurance Act 2003.

### ***Importance Notice***

**This coverage summary has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policies.**

