

# General Public and Products Liability Insurance Policy

Please read this policy in conjunction with the  
Certificate of Insurance



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# Ansvar Insurance – Insurance products with flexible solutions

## Our history

Ansvar Insurance has been a trusted name in Australia since 1961. Owned by UK Insurance company, Ecclesiastical Insurance Office plc, we enjoy substantial financial backing and are proud to meet the rigorous regulatory requirements of an insurer serving Australians.

## Why insure through Ansvar Insurance?

With almost 50 years of experience in Australia we understand what customers are seeking in their insurance company: a trusted, responsible and professional organisation where you are treated with respect and care and offered choice and flexibility. Offering value for money, personal service and a demonstrated commitment to community programs explains why we are the insurer of choice for our Australia wide customers.

## Developing our young Australians

We are honoured to provide support to many community organisations throughout Australia. Each organisation provides valuable support to improve and enrich the lives of Australian youth so that they may contribute positively to the community in which they live. To find out more about our grants to Community Education Program please visit our website [ansvar.com.au](http://ansvar.com.au)

## Our insurance advantage

Ansvar Insurance is a specialist insurance company with a deep understanding of the issues confronting our customers.

We believe in offering more than just insurance. Our dedicated staff are committed to helping clients protect their assets by providing:

- specialist insurance advice in our core markets
- flexibility in underwriting
- independent, on-site, risk management inspections and expert advice to find solutions
- risk management seminars and advice on helping clients develop their risk management programs

## Who is the insurer and how can we be contacted?

Ansvar Insurance Limited, ABN 21007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 12, Ansvar House, 432 St Kilda Road, Melbourne VIC 3004. The Ansvar Insurance Australian Financial Services Licence number is 237826.

You can contact us by:

- calling in person at any Ansvar Insurance office
- telephoning 1300 650 540
- facsimile on 03 9804 5001
- writing to any office of Ansvar Insurance
- email to [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

## Cooling off period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the insurance policy and certificate of insurance to your nearest Ansvar Insurance office.

You will **not** receive a refund if you have made a claim, or intend to make a claim, under the insurance policy.

## Terrorism

This policy excludes cover as a result of terrorism.

In the event that property damage and/or property owners liability occur linked to an event declared a terrorism incident by the responsible Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the Terrorism Insurance Act 2003. The operations of this Act may also serve to reduce the settlement of your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

## Costs

The premium payable by you is shown in your Certificate of Insurance. The factors used to determine the premium payable under this policy include:

- the nature, age and size of the business;
- the main occupation of the insured and the activities the business are engaged in;
- the products and services of the business;
- any contractual and other liabilities assumed by the business;
- the risk management in place;
- the sections of the policy selected;
- the extent of cover required and the sums insured or limits of liability;
- the period of insurance (short-term/annual);
- the excess selected;
- past claims/incidents history.

The premium is payable either when the product is purchased or by direct bank debit when you elect to pay it monthly. If you elect to pay monthly there is an additional fee. A cancellation fee may apply if you cancel your insurance policy before expiry.

Premiums and fees are subject to Commonwealth and State taxes and levies which include the Goods and Services Tax and Stamp Duty, if applicable to your state. All are shown on your Certificate of Insurance.

## Code of Practice and Privacy Act

As a signatory to The General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you.

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary correct your personal information.

## Complaints

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by an Ansvr Insurance employee or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

First, contact the employee or authorised representative with whom you have had contact to see if he or she can resolve the problem. If that is not possible, then contact the Regional Manager in your

state. The Regional Manager will review the information and give you a response as quickly as possible; but no later than three working days from the date when the complaint is received.

If you are not satisfied with the response given by the Regional Manager, then please put your unresolved complaint in a letter and address it to:

The Secretary  
Internal Dispute Resolution Committee  
Ansvar Insurance Limited  
GPO Box 1655, Melbourne VIC 3001

You can also telephone the Secretary with your complaint on (03) 8630 3100, fax it on (03) 9804 5001, or choose to email your complaint to the Secretary at [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

The Secretary will refer your complaint to the Committee which comprises the CEO, an Executive Manager and one of the non executive directors of Ansvar Insurance Limited, for a decision.

The Internal Dispute Resolution Committee has appropriate authority to deal with unresolved complaints. You will receive a response within seven (7) working days from the time the Internal Dispute Resolution Committee receives your unresolved complaint, or alternatively you will be asked for further information. If further information is required, you will receive a decision within seven (7) working days from the time Ansvar Insurance receives the additional information.

### What if we don't resolve your problem?

Once the Internal Dispute Resolution Committee gives you an answer, we will provide you with information about external dispute resolution if that is available.

For many complaints that is the Financial Ombudsman Service (FOS). FOS provides a free and independent dispute resolution service for consumers which have general insurance disputes that are covered by its Terms of Reference. If you wish your dispute to be reviewed by FOS, you must refer your dispute to FOS within three calendar months of receiving the Internal Disputes Resolution Committee's decision. You can do this by contacting FOS at:

Financial Ombudsman Service  
GPO Box 3, Melbourne VIC 3001  
Ph: 1300 78 08 08 (National toll free)  
Ph: (03) 9613 7366  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

Alternatively, you may further pursue your unresolved complaint through a formal legal process such as the courts, mediation, or arbitration.

For privacy complaints you may approach the Federal Privacy Commissioner. A copy of the General Insurance Code of Practice and privacy principles can be obtained from our website [ansvar.com.au](http://ansvar.com.au) or from one of our offices.

## Important notices to Policyholders

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document
- your current Certificate of Insurance

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

## Definitions

Certain words and phrases that appear in the insurance policy have special meanings. These appear in the 'Definitions' section of the insurance policy.

## Duty of disclosure

Before you enter into an insurance contract with us, you are required to tell us every matter that is known to you, being a matter that:

- you know to be relevant to the decision by us to accept the risk and if so, on what terms; or
- a reasonable person in the circumstances could be expected to know to be a matter so relevant.

If you have not disclosed all relevant information, or if you have misinterpreted the facts, then we may be entitled to cancel the policy, reduce the sum insured, or treat the policy as never having existed.

If you do not tell us all relevant matters we can reduce the amount we pay for any claim or cancel this insurance policy. If your non disclosure is fraudulent we can void the insurance policy from the beginning.

## Extent of advertising cover

Liability for advertising injury is only covered in respect of advertising your own products and services and does not extend to cover liability from advertising for others in the course of your business.

## Goods and Services Tax (GST)

This insurance policy has provision for payment of Goods and Services Tax:

- by you in relation to premiums
- by us in relation to claims

## The contract between you and Ansvar Insurance

When we receive your premium, we will insure you against those risks you disclosed in the proposal and which we agree to cover in the manner set out in this insurance policy.

Your insurance commences and concludes at 4.00pm local time on the dates shown in the certificate of insurance.

If the terms of this policy are not observed, cover may be reduced or cancelled.

### Adjustment of premium

Where this policy is arranged on an adjustable basis, you are required to keep accurate records and make the appropriate declarations to us in a timely fashion in respect of each period of insurance to enable the necessary adjustment of the premium, subject to us retaining any applicable minimum premium.

### Cancellation

You may cancel this insurance policy at any time by notifying us in writing. You may be required to pay a cancellation fee if you cancel the policy mid-term.

We can cancel this insurance policy in accordance with the Insurance Contracts Act 1984 and will be entitled to retain the premium for the period during which the policy was in force.

### Cross liability

If the named insured consists of more than one separate legal entity or person, this policy shall apply to each such entity or person, other than partners in a partnership, in the same manner as if a separate policy had been issued to each of them, provided that

1. nothing in this clause shall be deemed to increase the limit of liability under this policy in respect of any one occurrence or in the aggregate for the period of cover and
2. such additional insured party shall comply with the terms of this policy.

The insolvency or bankruptcy of any party comprising the named insured shall not release us from any of our obligations hereunder to the other insured parties.

### Excess

Your financial contribution if you make a claim under this policy is known as the 'excess'. The excess amount that you will have to pay when you lodge the claim is shown in your certificate of insurance.

If you suffer one single occurrence for which more than one excess is applicable or which leads to a claim under more than one section of this policy, you will only have to pay the highest excess amount.

### Interpretation

Headings and sub-headings appearing in the policy are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of the policy.

Words importing the singular number shall include the plural and vice versa.

## **Jurisdiction**

This insurance policy shall be governed and construed in accordance with the laws of Australia. Any dispute shall be resolved in accordance with the laws of Australia.

## **Limits of liability**

1. Public liability - our liability for each occurrence during the period of insurance will not exceed the amount shown in the certificate of insurance.
2. Products liability – our total liability for all occurrences during the period of insurance is limited to the amount shown in the certificate of insurance.

The limits of liability will be reduced by any excess.

## **Precautions**

You must:

1. take reasonable precautions to prevent or minimise the risk of injury to third parties or damage to their property and comply with all statutory, regulatory and safety requirements;
2. at your own expense take reasonable action to trace, recall or modify any of your products containing any defect or deficiency of which you have knowledge or have reason to suspect, including products subject to government or statutory ban.

## **Settlement of claims**

Claims under this policy will be settled in accordance with the section titled “Claims Procedures”.

Unless these terms are complied with, our liability in respect of any claim shall be reduced by the amount that fairly represents the extent to which our interests have been prejudiced thereby.

## **Suspension or deregistration**

You must advise us in writing immediately your registration or business certification is cancelled, suspended or terminated.

## **Third party interests**

You must not transfer interests in this policy without our written consent.

All persons entitled to any benefit are bound by the terms of this policy.

We insure those interests you notify to us when we issue cover or which are notified to us during the currency of this policy and which we agree to insure.

## **Waiver of any rights**

We will not pay any claim where you have agreed not to recover from persons liable to compensate you in respect of such claim.

## Definitions

Where used in this policy,

- advertising injury*** means unintentional:
1. libel, slander or defamation;
  2. infringement of any patent, copyright, title, logo, design, trademark or plagiarism;
  3. invasion of privacy;
  4. breach of part V of the Trade Practices Act 1974 or corresponding fair trading legislation enacted throughout Australia (but not for criminal liability);
- committed or alleged to have been committed during the period of insurance in any advertisement, publicity, article, broadcast or telecast and arising out of your advertising or promotional activities or any advertising activities conducted on your behalf in the course of advertising or promoting your products, goods or services.
- aircraft*** means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
- business*** means your business as described in the certificate of insurance carried out at and from any situation in Australia, and any other country specified in the certificate of insurance, and also includes:
1. ownership or occupation of premises and the repair or maintenance of property owned by you or for which you are responsible;
  2. participation by you in exhibitions;
  3. first-aid, fire, security or other activities undertaken by you incidental to your business;
  4. provision of canteen, social, sporting or welfare facilities primarily for you, your guests, residents, visitors or your employees;
  5. any incidental work undertaken for your benefit by your employees or by any organisation or entity specified in the definition of the insured.
- certificate of insurance*** means the certificate of insurance attaching to this policy or any certificate of insurance subsequently issued during the period of insurance.
- employee*** means any person who is under a contract of service or apprenticeship with:
1. you; or
  2. another employer seconded to work for you; or
  3. you under a work experience scheme;
  4. and deemed under workers compensation legislation to be in your

employ.

***geographical limits*** means occurrences happening in connection with your business anywhere in the world excluding USA or Canada, other than temporary visits by your employees and/or directors to these countries in the course of their employment.

***health professional*** means an individual who:

1. practises a health care related vocation; and
2. is required to have professional indemnity insurance under the Medical Indemnity (Prudential Supervision and Products Standards) Act 2003, and
3. is registered under a State or Territory law to practise that vocation.

***hovercraft*** means any vessel, craft or thing made to or intended to transport persons or property over land or water supported on a cushion of air.

***internet/intranet operations*** means the following:

1. use of electronic mail systems by your employees and other persons working on your behalf;
2. access through your network to the world wide web or a public internet site by your employees and other persons working on your behalf;
3. access to your intranet (internal company information and computing resources) which is made available through the world wide web for customers or others outside your organisation whom you authorise; and
4. the operation and maintenance of your web site.

***occurrence*** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in personal injury, property damage or advertising injury where such injury or damage is neither expected nor intended by you. The time and date of the first adverse condition resulting in injury or damage shall be the time and date of the occurrence.

***period of insurance*** means the period shown in the certificate of insurance, during which cover is in force.

***personal injury*** means the following:

1. bodily injury including illness, disease, disability, shock, fright, mental illness, psychological injury and death;
2. assault or battery, except where committed by or at your direction for any purpose other than the prevention or elimination of danger to persons or property;
3. libel, slander or defamation, except where:
  - a. the first publication or utterance happened prior to the commencement of this policy; or
  - b. the injury arises out of advertising injury as defined herein.

4. wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property, or invasion of privacy.
5. wrongful arrest, detention, apprehension, imprisonment or malicious prosecution or humiliation.

***pollutants***

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste, or materials to be recycled, reconditioned or reclaimed.

***products***

means anything which was or is deemed by law to have been manufactured, grown, extracted, treated, produced, processed, sold, supplied, distributed, imported, exported, repaired, serviced, renovated, installed, assembled, erected or constructed in the course of the business on your behalf, after it ceases to be in your possession or under your control, and includes:

1. containers (other than a vehicle) or packing materials;
2. the design, formula or specification of the product;
3. directions, instructions, or advice given or omitted to be given in connection with such products.

***property damage***

means the physical loss, destruction or damage of tangible property, and loss of use of property whether or not that property has been destroyed or damaged, and includes denial of access or inaccessibility to such property, services or facilities arising from the occurrence.

***sexual abuse***

means any assault or abuse of a sexual nature, molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

***tool of trade***

means in the case of a vehicle fitted with an item of mechanical, hydraulic and/or pneumatic plant, use of the plant for the purpose for which the item was designed, devised or constructed and not use of the vehicle for any other purpose.

***terrorism act***

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- involves force or violence against one or more persons, or threat thereof; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic system.

***vehicle***

means any type of machine on wheels, on self-laid tracks or on skis, made or intended to be propelled other than by manual or animal power (other

than mowers, garden implements, motorized wheelchairs and golf buggies), and any trailer made or intended to be drawn by any such machine.

***volunteer***

means any person who is engaged by you to work or to provide services to you or on your behalf for your benefit and who receives no remuneration or compensation in money or other consideration.

***watercraft***

means any vessel, craft or thing, in excess of 8 metres in length, made or intended to float on or in or travel on or through water, other than by means of human propulsion.

***we, us, our***

means Ansvar Insurance Limited, ABN 21 007 216 506, AFSL No 237826.

***you or your***

means:

1. the named insured stated in the certificate of insurance resident in Australia,
2. where the named insured is an individual, this will include their spouse and, in the event of the death of the named insured, their estate, but only in respect of liability arising out of your business;
3. where the named insured is a partnership, the partners of the firm including any person who becomes a partner during the period of insurance, but only with respect to their liabilities in connection with the business;
4. where the named insured is not a natural person, to the extent set out below:
  - a. any subsidiary company, organisation or entity under your control and over which you exercise active management, existing at the commencement date of the period of insurance;
  - b. any new subsidiary company, organisation or entity acquired by you during the period of insurance, through consolidation, merger, purchase of its assets or assumption of effective control, provided:
    - i. such company, organisation or entity is carrying on substantially the same business as the named insured, and
    - ii. such acquisition or assumption of control is reported to us within ninety (90) days after it is effected and
    - iii. we confirm continuation of cover for such subsidiary company, organisation or entity by endorsement of this policy;
5. the directors, officers and employees (including work experience, social workers and volunteers) of a named insured or of any subsidiary company, organisation or entity, but only whilst acting within the scope of their duties in such capacity;
6. any office bearer, member or volunteer of:
  - a. social and sporting clubs;
  - b. canteen and welfare organisations;
  - c. first aid, fire and security services;
  - d. residents associations;incidental to the business and provided by you or formed with your consent, but only in respect of claims arising from their duties in connection with these activities;
7. any principal arising out of the performance by you of any work for

such principal, but only:

- a. to the extent required by such contract or agreement; and
- b. to the extent of the coverage and limits of liability provided by this policy;

Provided that:

- a. each party comprising the above shall comply with and be subject to the provisions of this policy in so far as they can apply;
- b. each party shall be considered a separate and distinct insured party as if a separate policy had been issued to each of them; and
- c. nothing in this definition shall operate to increase the indemnity provided beyond the limits of liability under this policy.

## Cover

We will cover you for your legal liability to pay damages or compensation to a third party in respect of an occurrence which happens during the period of insurance within the geographical limits and in connection with your business and which results in:

1. personal injury;
2. property damage;
3. advertising injury;
4. libel, slander and/or unintentional breach of copyright.

## Expenses and other costs

In addition to the indemnity provided above, we will make the following supplementary payments in connection with the investigation, defence and/or settlement of any claim:

1. all legal costs and expenses including those associated with any inquiry incurred with our prior written consent;
2. all charges expenses and legal costs awarded against you in connection therewith;
3. all expenses incurred by you for first aid rendered to third parties at the time of an occurrence covered by this policy;

Where the amount required to settle a claim exceeds the limit of liability shown in the certificate of insurance, we will only pay part of the supplementary payments. The amount payable by us will be in the proportion that the limit of liability bears to the total amount required to settle the claim.

Payments made in connection with claims and/or actions instituted against you in the USA or Canada or claims or actions to which the laws of the USA or Canada apply will form part of the limit of indemnity and not be additional to it.

## Contractual liability

Liability assumed under a contract of service or apprenticeship or under the provisions of a lease is automatically covered by this policy.

We will also cover liability assumed under any other contract or agreement, provided such liability has been agreed in writing by us.

## Property in your care custody and control

This policy covers your legal liability for damage to:

1. leased or rented premises (including fixtures and fittings) not owned by you;
2. premises at which you are undertaking work in connection with your business and the contents of such premises which are in your care or control;
3. vehicles (including spare parts and accessories thereon) not belonging to or used by you in connection with your business whilst within a car park belonging to or under your control where the car park is not used for any motor trade purposes;
4. visitors', guests', volunteers' and employees' property;
5. any other property not mentioned above which is in your care custody and control up to \$100,000 per occurrence and in the aggregate during any one period of insurance, or for such higher amount as shown in the certificate of insurance.

## Extensions

If you have paid the appropriate additional premium and the extension is shown in your certificate of insurance, we will cover you up to the limit stated in the certificate of insurance for the following:

### Malpractice endorsement

All sums for which you are legally liable to pay compensation and claimants' costs and expenses in respect of claims arising out of bodily or mental injury or death caused by:

1. any act, error or omission or conduct for professional services rendered by any nurse, technician or volunteer (but not a medical practitioner or a midwife) for whom you are legally liable; or
2. an act, error, omission or conduct of a registered medical practitioner or healthcare professional, but only in respect of liability attaching to you only.

### Personal liability

Where you undertake to insure the household and personal effects of individuals residing on your premises including related personal liability, the liability of these residents where they are legally liable to third parties up to the limit stated in the certificate of insurance.

## Exclusions

We will not cover any claim:

1. arising out of advertising injury in respect of:
  - a. offences committed prior to the inception date of this policy;
  - b. offences committed at your direction with knowledge of the illegality or falsity thereof;
  - c. breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - d. incorrect description of the price of products, goods or services;
  - e. failure of the products, goods or services to conform with advertised performance, quality, fitness or durability;
  - f. any conduct, activity or omission by any insured organisation or entity whose principal business is advertising, broadcasting, publishing or telecasting.
2. arising out of any dishonest, fraudulent, reckless, criminal or malicious act or omission by you or any of your employees, including a reckless disregard for the consequences, or any breach of any statute or regulation by you or any of your employees with your consent.

3. arising from the ownership, possession or use by you of any aircraft, hovercraft or watercraft.
4. arising from any person using your vehicle with your consent, where you or that person is entitled to indemnity in respect of the claim under any compulsory statutory insurance or accident compensation scheme, or would have been so entitled but for failure to insure or register your vehicle or to renew insurance or registration or lodge a claim or comply with a term or condition in accordance with the requirements of any such scheme.
5. arising from the organisation of and/or participation in bungee jumping, parascending, hang-gliding, parachuting, base jumping, white water rafting, motor races, rallies and like events, except where agreed in writing by us.
6. for damage to property owned or held in trust by you, or undergoing any process or being worked on by you, or in your custody or control, except as provided in this policy.
7. arising from asbestos or asbestos products in any form or quantity or for defending any claim for such actual or alleged liability. However, this exclusion shall not apply if any injury sustained is unrelated to the inherently hazardous nature of asbestos.
8. arising from the manufacture, storage, filling, breaking down or transport of gases and/or air under pressure in containers, other than butane and other cooking gases in low pressure containers.
9. arising from:
  - a. demolition or construction work (including additions or alterations to or erection of buildings), except demolition, construction, alteration and addition not exceeding 12 metres in height or not exceeding \$500,000 (five hundred thousand dollars) in cost for the total job or project;
  - b. completed building projects after the maintenance/defects period has expired.
10. arising from a contractual agreement which we have not agreed to, unless liability would have attached to you in the absence of this agreement or commitment. This exclusion will not apply to any claim made under the provisions of a lease or agreement for tenancy of your premises.
11. arising out of the rendering of or failure to render professional advice or treatment or service by you or any error or omission connected therewith, except to the extent the malpractice extension applies.
12. arising from personal injury to any of your employees or to any person deemed to be employed by you, under any relevant workers compensation or similar legislation.
13. in respect of any liability which arises under or is imposed by any industrial award, agreement or determination.
14. arising from:
  - a. your internet/intranet operations, other than liability arising out of normal, everyday use of the internet for email, intranet and associated activity, or arising out of any material on your website in support of your products or services;
  - b. property damage to computer data or programs and storage media involving:
    - i. the use of any computer hardware or software;
    - ii. the provision of computer or telecommunications services by or on your behalf;
    - iii. the use of computer hardware or software of any third party, whether authorised or unauthorised, including any damage caused by any computer virus.

15. for personal injury where:
  - a. that injury arises either directly or indirectly from sexual abuse: and
  - b. the perpetrator of the sexual abuse was a representative, member, employee, or service provider of yours; and
  - c. you knew or ought reasonably to have known that the perpetrator of the sexual abuse had previously:
    - i. committed sexual abuse; and/or
    - ii. been convicted of sexual abuse; and/or
    - iii. whilst being a representative, member, employee, or service provider of yours, been the subject of a prior complaint in respect of a sexual abuse which had not been appropriately investigated by you.

16. arising out of or in relation to:
  - a. the discharge, dispersal, release or escape of pollutants;
  - b. the cost of removing, nullifying or cleaning up pollutants.

This exclusion will not apply to liability which arises from a sudden identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place within one period of insurance outside the United States of America or Canada.

17. arising from defective design or error in the specification or formula of your products, or the harmful nature or unsuitability of your products, or the failure of your products to meet the standard of quality or performance warranted or represented by you.
18. arising out of:
  - a. a delay in or lack of performance by or on your behalf of any contract or agreement;
  - b. consequential loss of any kind.
19. for costs and expenses incurred:
  - a. in performing, completing, correcting, repairing, re-doing, replacing or improving any work or service undertaken by you or on your behalf. This does not apply to damage to other property resulting from the deficient work or service;
  - b. in the repair, reconditioning or replacement of products or in making any refund on the price paid for any products;
  - c. by you in relation to the withdrawal, recall, inspection, repair, replacement or loss of use of the products or any property of which such products form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
20. arising from products manufactured, assembled, repaired, serviced, maintained, amended, enhanced, altered or otherwise processed by you in the United States of America and/or Canada.
21. for fines, penalties, punitive, exemplary, aggravated or multiplication of compensatory damages, taxes, levies, imposts or duties imposed by a court of law or under any statute or subordinate legislation or government or local government regulation or proclamation.
22. for liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear component thereof.
23. arising directly or indirectly from or based upon or attributable to or in consequence of any terrorism act, 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,

retaliating against, responding to or in any way relating to a terrorism act.

24. for liability arising from:
  - a. war, invasion, act of foreign enemy, hostilities, rebellion or warlike activities (whether war is formally declared or not), civil war;
  - b. 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 acting on behalf of or in connection with any organisation the objects of which include the overthrowing or influencing of any de jure or de facto government by violent means.
25. in respect of work performed or arising out of your products in any country, state or territory where the law requires that such liability shall only be insured or secured with an insurer or organisation licensed or authorised in that country, state or territory.
26. in respect of:
  - a. the performance or recommendation of any operation to produce sterility, unless pathologically indicated; or
  - b. the use of drugs for weight reduction; or
  - c. the performance by dentists and dental surgeons of:
    - i. general anaesthesia; or
    - ii. any procedure carried out under general anaesthetic.
27. made against any person who is:
  - a. a medical practitioner, as defined under the Medical Indemnity (Prudential Supervision and Products Standards) Act 2003, for the purposes of any provision in Part 3 of that Act; or
  - b. a registered health professional [as defined in the Medical Indemnity (Prudential Supervision and Product Standards) Act 2003] for the purposes of any provision in Part 3 of that Act who is self-employed;where the claim is in connection with such person acting in their capacity as a medical practitioner or prescribed health professional.

## Claims procedures

### Your responsibility when making a claim

Following an occurrence which may give rise to a claim, it is your responsibility to advise –Ansva Insurance by telephone or in person as soon as is reasonably possible but no later than 30 days after the occurrence and promptly provide any information we request.

A claim form may be sent to you to provide the information we require. Please complete and return this form promptly. Alternatively we may appoint a loss adjustor or investigator to make enquiries on our behalf and you should co-operate fully with any such appointee.

You must forward to us every letter of demand, writ, summons or process immediately upon receipt or service thereof and must immediately inform us in writing of any prosecution, inquest or fatal accident inquiry of which you are given notice.

You are required, at your expense:

1. to take all reasonable steps to minimise any claim for personal injury and/or property damage and to prevent further claims arising out of the same or similar conditions

2. to use your best endeavours to preserve any products, appliances, plant, documents or things which might prove necessary or useful by way of evidence in connection with any claim
3. and so far as may be reasonably practicable, with due regard to safety, permit no alteration or repair to any premises, fencing, machinery, furnishings, fittings, appliances or plant without our consent.

### **Settlement of claims**

You must not make any admission of liability, offer, promise of payment, take any action that may be considered to be an admission of liability, settle or repudiate a claim without our prior written consent.

We shall have full discretion in the conduct and defence, in your name and on your behalf, of any proceedings in connection with, and in the settlement of, any claim and you shall give all such information and assistance as we may require. We shall be entitled to attend any inquest or fatal accident inquiry in respect of which there may arise any liability under this policy.

If you refuse to consent to any settlement recommended by us and elect to contest or continue any legal proceedings in connection therewith, our liability for the claim shall not exceed the amount for which the claim could have been so settled, less the applicable excess, plus costs and expenses incurred up to the date of such refusal.

We may pay you the amount applicable as the limit of our liability or such lesser sum for which the claim can be settled subject in either case to deduction of any sum or sums already paid as compensation in respect of such claim. We will be under no further liability in respect of such claim except for the payment of costs and expenses incurred prior to the date of such payment for which we are liable.

### **Fraudulent claims**

If a fraudulent claim is made we will not pay it and we will take action to recover any moneys already disbursed in respect of the claim. We will also cancel the insurance policy.

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