



Woodina
Underwriting Agency

**Public and Products Liability
Insurance Policy Wording**

Section 1 Preamble

- 1.1 Subject to payment of the **Premium** or as agreed in writing, **We** agree to provide indemnity in accordance with and subject to the terms and conditions of this **Policy**.
- 1.2 Before this **Policy** commenced **We** received information provided on behalf of the **Insured** in the **Proposal** and in other ways. **We** have relied on this information to decide whether to enter into this contract and on what terms. If any of this information is wrong or false it may affect the cover provided by this **Policy**.
- 1.3 Any word or expression to which a specific meaning has been attached shall bear that special meaning wherever they appear. If a word has a specific meaning it appears in the **Policy** in bold black type and with a capital letter. The meanings of these words can be found in Section 6 Definitions.

Section 2 Insuring Clauses

2.1 Public & Products Liability

We agree to indemnify the **Insured** against any **Claim** for legal liability to pay compensation for **Personal Injury** or **Property Damage** as a result of an **Occurrence** happening in connection with the **Insured Business** during the **Period of Insurance**.

2.2 Defence Costs

We agree, in addition to the **Limit of Indemnity**, to pay the **Defence Costs** of any **Claim** which is subject to indemnity under insuring clause 2.1, provided that:

- i. where the **Insured's** liability exceeds the available **Limit of Indemnity**, **We** shall only pay such proportion of the **Defence Costs** as the available **Limit of Indemnity** bears to the **Insured's** liability;
- ii. where the amount **We** have paid or incurred as **Defence Costs** exceeds the share that **We** are obliged to pay under (i), the **Insured** shall upon demand pay to **Us** the excess amount. Alternatively, **We** may deduct the **excess** amount from any entitlements the **Insured** may have at any time under this **Policy**.

2.3 Court Attendance Costs

In the event of any director or **Employee** attending court at **Our** request as a witness in connection with a **Claim** in respect of which the **Insured** is entitled to indemnity under this **Policy**, **We** will reimburse the **Insured** up to \$250 per day per **Employee** or \$500 per director or partner of the **Insured** for each day attendance is required.

Section 3 Exclusions

We shall not be liable under this **Policy** to provide indemnity in respect of any **Claim** against the **Insured**:

3.1 Asbestos

directly or indirectly arising from:

- i. asbestos or other things that contain it; or
- ii. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, or mycotoxins relating to Stachy Botrys, such action to include investigation, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, mycotoxins relating to Stachy Botrys.

3.2 Assumed Liability

directly or indirectly arising from:

- i. any contractual or assumed liability by the **Insured**, unless the **Insured** would in any event be legally liable in the absence of such contractual or assumed liability; or
- ii. any liability assumed by the **Insured** under any guarantee or warranty.

3.3 Dishonest or Reckless Acts

directly or indirectly arising from any actual or alleged:

- i. dishonest, fraudulent, criminal or malicious act;
- ii. wilful breach of any statute, contract or duty; or
- iii. conduct with a reckless disregard for the consequences thereof;

by the **Insured**.

3.4 Employer's Liability

for any loss or damage:

- i. in respect of Personal Injury to any **Contractor** or **Employee**; or
- ii. any breach of any obligation owed by the **Insured** as an employer to any **Employee** or **Contractor**.

3.5 Faulty Workmanship

directly or indirectly arising from the cost of performing, correcting or improving any work undertaken by the **Insured**.

3.6 Fines, Penalties and Damages

for fines, penalties, liquidated damages, punitive damages, exemplary damages, aggravated damages, additional damages resulting from the multiplication of compensatory damages, or any other non-compensating damages of any kind against the **Insured**.

3.7 Jurisdiction Limits

directly or indirectly caused by or arising from any **Occurrence** which is brought in a Court of Law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or directly or indirectly arising from any settlement or for the enforcement of any judgement or order obtained within the territorial limits of, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates.

3.8 Known Defects

directly or indirectly arising from the **Insured's Products** which are known to the **Insured** or which in the ordinary course of business ought to have been known by the **Insured** to be defective or ineffective or incapable of fulfilling the purpose for which they were intended or warranted (whether expressly or impliedly) or guaranteed.

3.9 Libel and Slander

directly or indirectly arising from the publication or utterance of a libel or slander:

- i. made prior to the commencement date of this policy;
- ii. made by the **Insured** or at the **Insured's** direction knowing it to be false; or
- iii. related to the advertising, broadcasting or telecasting activities conducted by the **Insured** or on the **Insured's** behalf.

3.10 Own Property Damage

for **Property Damage** occurring to property owned by or in the physical or legal control of the **Insured**, with the exception of:

- i. premises which are leased or rented to the **Insured**; or
- ii. premises which the **Insured** temporarily occupies in order for the **Insured** to carry out work; or
- iii. **Vehicles** (not belonging to or used by the **Insured** or on the **Insured's** behalf) in the **Insured's** physical or legal control whilst within a car park owned or operated by the **Insured** unless part of the **Insured's Business** is the operation of a car park for reward; or
- iv. the **Insured's Employee's** property; or

- v. other property in the **Insured's** physical or legal control; provided that **Our** total liability payable for all such **Claims** during the **Insurance Period** shall not exceed \$250,000 in the aggregate for all **Claims**.

3.12 Ownership of Vehicle

for **Personal Injury** or **Property Damage** arising out of the ownership, maintenance, possession or use by the **Insured** of any vehicle which is registered or in respect of which insurance is required by virtue of any legislation, provided that this exclusion shall not apply to **Personal Injury** or **Property Damage** arising from:

- i. the delivery or collection of goods to or from any vehicle where such **Personal Injury** or **Property Damage** occurs beyond the limit of any carriageway or thoroughfare; or
- ii. the loading or unloading of any vehicle.

3.13 Pollution

directly or indirectly arising out of **Pollutants** and consequential pollution, seepage or contamination of whatever nature caused by or allegedly caused by the **Insured** or a **Contractor**, or for which the **Insured** or a **Contractor** are liable, whether or not as an occupier of land.

3.14 Product Defect

directly or indirectly arising from **Property Damage** to the **Insured's Products** if the damage results from any defect contained within the **Product** or from its harmful nature or unsuitability.

3.15 Product Recall

for the withdrawal, inspection, repair, modification, replacement and loss of use of any of the **Insured's Products** or of any property of which such **Insured's Products** form a part if such **Insured's Products** or property are withdrawn from the market or from use because of any known defect or deficiency therein or any defect of which the **Insured** knew or in the ordinary course of business ought to have known.

3.16 Professional Liability

directly or indirectly arising from the rendering or failure to render professional advice or service by the **Insured** or any related error or omission.

3.17 Radioactivity and Nuclear

directly or indirectly arising from ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material whether occurring naturally or otherwise, or by the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.18 Related Entities

directly or indirectly brought or maintained by, or on behalf of:

- i. any **Insured**; or
- ii. any person who, at the time of the **Occurrence** giving rise to the **Claim**, is a **Family Member** of the **Insured** unless such person is acting without any prior solicitation or co-operation of any **Insured**; or
- iii. any entity operated or controlled by any **Insured** or **Family Member** of the **Insured** unless such person is acting without any prior solicitation or cooperation of any **Insured**.

3.19 **Rights of Recovery**

for any liability, loss or damage in respect of which the **Insured** has at any time foregone, excluded or limited a right of recovery.

3.20 **Sexual Misconduct**

directly or indirectly arising from any actual or alleged sexual misconduct of any nature.

3.21 **Territorial Limits**

directly or indirectly caused by or arising from any **Occurrence** within the territorial limits of the United States of America, or the Dominion of Canada or any of their territories or protectorates, except where visiting on a work related assignment.

3.22 **Terrorism**

directly or indirectly arising from terrorism or any action taken in controlling, preventing, suppressing any act or acts of terrorism or in any way relating thereto.

For the purposes of this Clause, “terrorism” means any act (whether threatened or actual) of any person involving the causing or threatening of harm and by made in whole or in part for political, religious, ideological or similar purpose.

For the purpose of this exclusion 3.22 the term “indirectly” does not include the rendering of or failure to render medical treatment to persons injured as a result of a terrorism event.

3.24 **Tobacco**

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

- i. tobacco or tobacco smoke; or
- ii. any ingredient or additive present in any articles, items or goods which contain or include tobacco.

3.25 **War**

directly or indirectly arising from war, invasion, acts of foreign enemies, hostilities revolution, insurrection, military or usurped power or confiscation or nationalism or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3.26 Watercraft and Aircraft

directly or indirectly arising out of ownership, possession or use of any aircraft or watercraft.

Section 4 Claims conditions

4.1 Claims notification

The **Insured** shall, as soon as practicable, give **Us** written notice of any **Claim** made against the **Insured**. Furthermore every letter, demand, writ summons or legal process pertaining to such **Claim** shall be forwarded to **Us** as soon as practicable after receipt.

All **Claim** notifications should be forwarded to:

The Claims Manager
Woodina Underwriting Agency Pty Ltd
PO Box 12745
George Street
Brisbane Qld 4003

Or Email: claims@woodina.com.au

It is the **Insured's** responsibility to ensure such notification has been forwarded to and received by **Woodina Underwriting Agency Pty Ltd**.

4.2 Claims mitigation and co-operation

- i. If the **Insured**, either prior to or during the **Period of Insurance**, becomes aware of a situation which could, if not rectified, lead to a **Claim** or increase the quantum of a **Claim**, the **Insured** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability.
- ii. The **Insured** shall frankly and honestly disclose to **Us** all relevant information and, in addition shall provide assistance to **Us**, as **We** may require to enable **Us** to investigate and to defend any **Claim** under this **Policy** and / or enable **Us** to determine **Our** liability under this **Policy**.
- iii. Other than **Defence Costs** incurred by **Us** to enable **Us** to determine our liability under this **Policy**, compliance with this condition shall be at the **Insured's** own cost, unless otherwise agreed in writing by **Us**.

4.3 Claims conduct

- i. **We** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any **Claim** and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**.

- ii. The **Insured** agrees not to settle any **Claim**, incur any **Defence Costs** or investigation costs, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any **Claim** or loss without **Our** written consent, such consent not to be unreasonably withheld. **We** shall not be liable for any settlement, **Defence Costs**, investigation costs, admission, offer or payment, or assumed obligation to which **We** have not consented in writing.
- iii. **We** may, if **We** believe that any **Claim** will not exceed the **Deductible**, instruct the **Insured** to conduct the defence of the **Claim**. In such situation, **We** will reimburse the **Insured** for all reasonable **Defence Costs** in the defence of the **Claim** in the event that any payment made to dispose of the **Claim** exceeds the **Deductible**.

4.4 Senior Counsel

- i. **We** and the **Insured** shall not be required to contest any legal proceedings unless a **Senior Counsel**, to be mutually agreed upon by **Us** and the **Insured**, shall advise that such proceedings should be contested. Failing agreement for the appointment, the **Senior Counsel** is to be appointed by the President of the Queensland Bar Association.
- ii. In formulating such advice, the **Senior Counsel** shall take into consideration the commerciality of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely **Defence Costs** and the prospects of the **Insured** successfully defending the **Claim**.
- iii. The costs of such **Senior Counsel's** opinion shall be regarded as part of the **Defence Costs**.

4.5 Right to contest

In the event that **We** recommend a settlement in respect of any **Claim** and the **Insured** does not agree that such **Claim** should be settled, then the **Insured** may elect to contest such **Claim**. Provided always that **Our** liability in connection with such **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus the **Defence Costs** incurred with **Our** written consent up to the date of such election, less the **Deductible**.

4.6 Subrogation

- i. If any payment is made under this **Policy**, **We** are subrogated to the **Insured's** rights of recovery and the **Insured** must assist and provide such information as **We** reasonably require to exercise such rights.
- ii. **We** agree not to exercise any such rights against any director, principal or **Employee** of the **Insured** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director, principal or **Employee**.
- iii. The **Insured** shall not without **Our** prior written consent, enter into any contract or agreement which excludes, limits or prejudices a right of recovery which the **Insured** may have in respect of any **Claim** covered by this **Policy**.

Section 5 General Conditions

5.1 Alteration to Risk

The **Insured** must notify **Us** as soon as reasonably practicable of any material change in the risk insured by this **Policy**. **We** are entitled to amend the terms of this **Policy** or charge an additional premium based on **Our** assessment of any change in the risk insured by this **Policy**.

A material change in the risk shall include, but is not limited to;

- i. an **Insured** going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or an **Insured** failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;
- ii. any material change to the nature of the **Insured Business** of the **Insured**;
- iii. any material change in the **Insured's** business.

5.2 Assignment

This **Policy** cannot be assigned by the **Insured** without **Our** written consent.

5.3 Cancellation

- i. The **Insured** may cancel this **Policy** at any time in writing to **Us**. Upon receipt of such request **We** will retain a short period premium calculated at the pro rata portion of the annual premium for the time they have been on risk plus ten percent (10%), subject to a minimum retained premium of \$500, and the **Insured** shall receive a refund of any balance of the **Premium** actually paid.
- ii. **We** may cancel this **Policy** in accordance with the Insurance Contracts Act 1984.
- iii. If there have been any **Claims** made under the **Policy** no refund shall be given.

5.4 Cross Liability / Joint Insureds

Where the **Insured** is comprised of more than one party, each person or party is treated as a separate **Insured** and is separately indemnified in respect of **Claims** made by any of them against any other of them provided that **Our** total liability shall not exceed the **Limit of Indemnity** for all claims under this **Policy**.

5.5 Deductible

- i. The amount of the **Deductible** shall be borne by the **Insured** at its own risk in respect of each **Claim**.
- ii. Where the quantum of any **Claim** is less than the **Deductible**, the **Insured** shall be liable for the **Claim** and the **Defence Costs**, up to the amount of the **Deductible**.

5.6 GST Basis of Settlement

- i. Where payment is made under this **Policy** for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any Input Tax Credit that the **Insured** is, or will be, entitled to under a New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is made.
- ii. Where payment is made under this **Policy** as compensation instead of payment for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any input Tax credit that the **Insured** would have been entitled to under a New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

5.7 Governing Law

This **Policy** is governed by the law of the territory or State where the **Policy** was issued, which is stated in the **Schedule**. The courts of this place have jurisdiction in any dispute about or under this **Policy**.

5.8 Interpretation

In this **Policy**:

- i. the single includes the plural and the masculine includes the feminine and visa versa
- ii. the titles and headings to the various sections of the **Policy** are included solely for ease of reference and do not in any way limit or expand or otherwise affect the terms of such sections.

5.9 Limit of Indemnity

- i. **Our** liability for all compensation payable in respect of any **Claim** or a series of **Claims** caused by or arising out of one **Occurrence** shall not exceed the **Limit of Liability**.
- ii. All **Claims** for compensation that result from one original source, or one original cause, shall be considered to have been caused by or arise out of a single **Occurrence**.
- iii. Our total aggregate liability in any one **Period of Insurance** for product liability **Claims** shall not exceed the **Limit of Liability**.

5.10 Other Insurance

If at the time any **Claim** arises under the **Policy** there is any other insurance in force covering the same liability the **Insured** shall promptly provide **Us** full details of such other insurance, including the identity of the insurer, the policy number and such further information as **We** may reasonably require.

5.11 Sanctions

We shall not provide cover and **We** shall not be liability to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United States resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5.12 Severability and Non Imputation – Insureds

Where this **Policy** insures more than one party, any failure on the part of any of the parties to:

- i. comply with the duty of disclosure under the Insurance Contracts Act 1984;
- ii. comply with any obligation under this **Policy** (other than the obligation to pay premium);

or

- iii. refrain from conduct which is dishonest, fraudulent, criminal or malicious;

shall not prejudice the right of the remaining party or parties to indemnity under this **Policy**, provided that such remaining party or parties shall:

- i. be entirely innocent of and have no prior knowledge of any such failure; and
- ii. as soon as practicable after becoming aware of any such failure, advise **Us** in writing of all its relevant circumstances.

5.13 Severability and Non Imputation - Insurers

The liability of an insurer under the **Policy** is several and not joint with other insurers party to this **Policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **Policy**.

5.13 Variation of the policy

No variation of this **Policy** will be effective unless made by **Endorsement** which is signed by a properly authorised employee of **Woodina Underwriting Agency Pty Ltd**.

Section 6 Definitions

6.1 Insured Business

shall mean the business or profession as specified in the **Schedule** conducted by the **Insured**.

6.2 Claim

shall mean the receipt by the **Insured** of a demand for compensation made by a third party against the **Insured**. It must take the form of:

- i. a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third party or similar party notice; or
- ii. any other form of written or verbal notice.

6.3 Contractor

shall mean a person or entity contracted to provide services for or on behalf of the **Insured**.

6.4 Deductible

shall mean the deductible specified in the **Schedule**.

6.5 Defence Costs

shall mean the costs incurred by **Us**, or the reasonable costs incurred by the **Insured** with **Our** written consent, in the investigation, defence, reporting or negotiation for settlement of any **Claim**. It shall not include any costs of the party that is claiming against the **Insured**.

6.6 Employee

shall mean any person employed by the **Insured** under a contract of service or apprenticeship including medical practitioners, voluntary workers, social workers, any member of a Board or management committee and work experience students but shall not mean a consultant.

6.7 Family Member

shall mean:

- i. any spouse, domestic partner or companion;
- ii. any parent, or parent of the spouse, domestic partner or companion; or
- iii. any sibling or child.

6.8 Insured

shall mean:

- i. the person, persons, partnership, company, corporation, statutory authority or other entity specified in the **Schedule** as the **Insured**;
- ii. any predecessor in business of any person or entity in;
- iii. any person who is, was, becomes or ceases to be a principal, partner, director or **Employee** of any person, persons, partnership, company, corporation, statutory authority or other entity specified in the **Schedule** as the **Insured**, but in each case solely in respect of a liability arising from activity for and on behalf of that entity; and
- iv. any executor, heir or trustee of any person in i, ii, or iii.

6.9 Insured Products

shall mean anything (after it has ceased to be in the **Insured's** possession or in the **Insured's** legal control) which has been manufactured, grown, extracted, produced, processed, constructed, erected, installed, assembled, altered, repaired, serviced, treated, sold, supplied or distributed by the **Insured** in the course of the **Insured's Business**, including any packaging or containers (other than a **Vehicle**) used to package or contain the **Insured's Product(s)**.

6.10 Limit of Indemnity

shall mean the limit of indemnity specified in the **Schedule**.

6.11 Occurrence

shall mean an event, including continuous or repeated exposure to conditions which result in **Personal Injury** or **Property Damage** neither expected nor intended by the **Insured**. All such exposure to substantially the same general conditions will be deemed to be one **Occurrence**.

6.12 Period of Insurance

shall mean the period specified in the **Schedule**.

6.13 Personal Injury

shall mean physical injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or loss of consortium, including **Personal Injury** arising from or attributable to:

- a) false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
- b) assault or battery not committed by the **Insured** or at the **Insured's** instigation.

6.14 Pollutants

shall mean:

- a) any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals; or
- b) any waste materials including materials recycled, reconditioned or reclaimed; or
- c) any other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emission.

6.15 Policy

shall mean:

- i. the insuring clauses, exclusions, conditions, definitions, **Schedule** and other terms contained herein;

- ii. any endorsement to this **Policy** whether issued at the inception of the **Policy** or during the **Period of Insurance**; and
- iii. the information provided by the **Insured** in the **Proposal**.

6.16 **Premium**

shall mean the premium specified in the **Schedule**.

6.17 **Property Damage**

shall mean:

- i. physical damage to or destruction of tangible property (which includes loss of property) including the loss of use of property damaged or destroyed; or
- ii. loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible property during the **Period of Insurance**.

6.18 **Proposal**

shall mean the written proposal by the **Insured** made to **Us** containing information and statements which, together with any other information or documents provided, are the basis of this **Policy** and are considered incorporated in it.

6.19 **Schedule**

shall mean the schedule to this **Policy**.

6.20 **Territory**

shall mean the territory specified in the **Schedule**.

6.21 **Vehicle**

shall mean any type of machine, including attachments, that is designed to travel on wheels or on self-laid tracks made or intended to be propelled by mechanical power.

6.22 **We, Our, Us**

shall mean **Woodina Underwriting Agency Pty Ltd** acting on behalf of Certain underwriters at Lloyd's pursuant to a binding authority agreement.

Notices

The information contained in this section is general information only and does not form part of your contract with us.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984*, to disclose to the insurer every matter which you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:-

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that the insurer knows, or in the ordinary course of business as an insurer, ought to know
- as to which compliance with your duty is waived by the insurer.

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from the beginning.

Privacy

Woodina Underwriting is committed to protecting the privacy of the personal information you provide us. Woodina Underwriting collects, uses and retains your personal information in accordance with the National Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider your application for insurance and to determine the premium (if your application is accepted) when you are applying for, changing or renewing an insurance policy with us. This information will also be used if you lodge a claim under your policy. We may also need to request additional information from you in connection with your application or a claim. If you do not provide us with this information, or any additional information we request, we may not be able to process your application or offer you insurance cover or respond to any claim.

We may disclose the personal information we collect:

- To our relevant employees involved in delivering our services;
- If your insurance broker collects this form from you, to that broker;
- To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- To the insurance companies with whom we transact business;
- To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- To insurance reference bureau or credit reference bureau;
- To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where we do disclose the information as above the recipient may hold the information in accordance with its own privacy statement / policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. We may also be required to provide your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If you would like to access a copy of your personal information or you wish to correct or update your personal information, please also contact us on (07) 3222 9400.

By completing and returning a proposal form and/or providing us with any additional information in connection with your application, you agree to us using and disclosing your information as set out above. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

From time to time, we may use your personal information to send you details of new insurance products or other insurance related information that may be of interest to you. If you do not wish to receive such information, please advise us on (07) 3222 9400.

Code of Practice

This policy is compliant with the Insurance Council of Australia's General Insurance Code of Practice, apart from any claims adjusted outside of Australia. Woodina Underwriting Agency Pty Ltd and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of Code is to raise standards of practice and service in the general insurance industry.

A copy of the code is available from the Insurance Council of Australia's website at www.ica.com.au or from the Code's dedicated website www.codeofpractice.com.au

Complaints Procedures

Any enquiry or complaint relating to this insurance should, in the first instance, be referred to Woodina Underwriting Agency Pty Ltd. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000

Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

who will refer your dispute to Policyholder & Market Assistance at Lloyd's.

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaints process.

The Underwriters at Lloyd's supporting Woodina's binding authority agree that:

- i. In the event of a dispute arising under this Insurance, the underwriters at the request of the insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- ii. Any summons notice or process to be served upon the underwriters may be served upon Lloyd's General Representative in Australia, Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney NSW 2000, who has authority to accept service and to enter an appearance on the underwriters' behalf, and who is directed at the request of the insured to give a written undertaking to the insured that he will enter an appearance on the underwriters' behalf.
- iii. If a suit is instituted against any one of the underwriters, all underwriters on the binding authority will abide by the final decision of such Court or any competent Appellate Court.