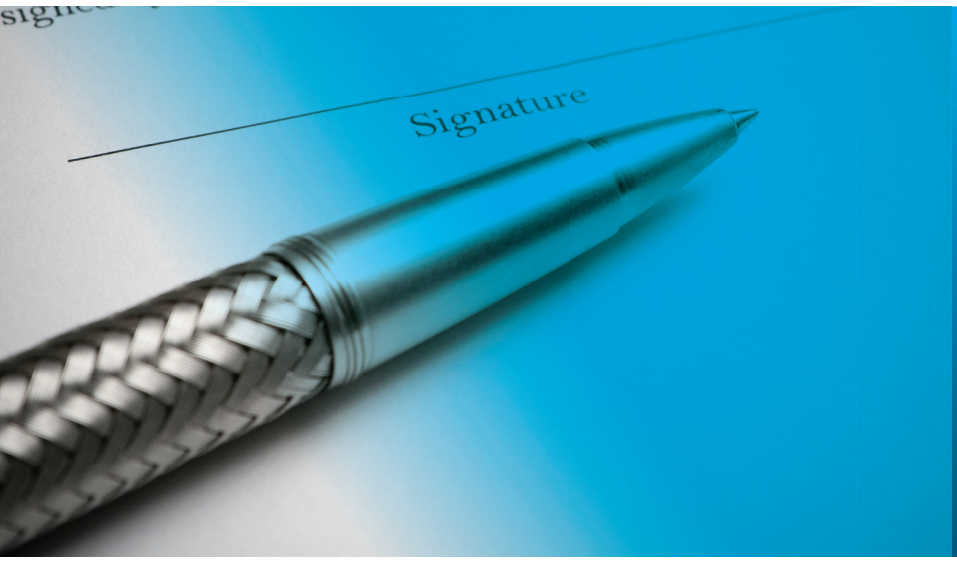

COMBINED LIABILITY POLICY

MMA_CGL_V3.0

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COMBINED LIABILITY POLICY

Attestation Clause

This Policy incorporates the Placing Schedule, Insuring Agreements, Definitions, Conditions, Exclusions, Endorsements, Memoranda and any other terms attached which are to be read together and any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

Recital

Whereas the Insured named in the Placing Schedule has paid or agreed to pay to the Insurer specified in the Placing Schedule the Premium shown on the Placing Schedule, now the Insurer agrees, subject to the terms of this Policy, to indemnify the Insured as specified herein.

INSURING AGREEMENTS

1. Coverage

The Insurer will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay for Compensation (including but not limited to Additional Payments and expenses and amounts owing or liability incurred in respect of or arising out of a claim for recovery or contributions made pursuant to any legislation) in accordance with the law of any country or assumed under contract or agreement in respect of:

(a) Personal Injury

(b) Property Damage

(c) Advertising Liability

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

2. Additional Payments

The Insurer will pay with respect to indemnity afforded under this Policy:

(a) all charges, expenses and legal costs incurred or obliged to be paid by the Insurer or by the Insured with the consent of the Insurer (whose consent must not be unreasonably withheld). The Insurer's costs shall include all amounts expended in the investigation, settlement or defence of any claims for Compensation (even if such claim is groundless, false or fraudulent) including actual loss of earnings and in relation to any appeal, coroner's inquest, royal commission or other enquiry in respect of which the Insured is entitled to indemnity under this Policy or if sustained would be so entitled.

(b) all interest accruing after entry of judgement until the Insurer has paid, tendered or deposited in court such part of such judgement as does not exceed the Limit of Liability.

(c) all expenses incurred by the Insured for medical and surgical relief and occupational health and other medical or therapeutic services (unless prohibited by law) to others at the time of any Personal Injury to which this Policy applies.

(d) all premiums on appeal bonds and security for costs required in any such suit and pay premiums on bonds to release attachments in any suit for an amount not in excess of the applicable Limit of Liability of this Policy, but the Insurer shall have no obligation to apply for or furnish any such bonds or security for costs.

(e) all legal costs incurred by the Insured with the consent of the Insurer arising out of the defence of any proceedings in any court arising out of any alleged breach of statutory duty resulting in Personal Injury, Property Damage or Advertising Liability which may be the subject of indemnity under this Policy.

(f) expenses incurred by the Insured for temporary protection (which includes purchasing, hiring, erecting or dismantling hoarding, barriers, fences and any other form of temporary protection whether provided in compliance with any statutory requirement or not) of damaged or undamaged property of any person or entity, including temporary repairs, shoring up and underpinning of such property.

(g) up to $25,000 in respect of each Occurrence for reasonable professional costs or fees incurred by the Insured named in the Placing Schedule for the preparation of a claim under this Policy

The amounts thus incurred are payable in addition to the Limit of Liability stated in the Placing Schedule.

Provided that:

(i) the Insurer will not be obligated to pay any claim, judgement, costs, expenses or interest after the Insurer's Limit of Liability has been exhausted by payment of judgements or settlements;

(ii) if a payment exceeding the Insurer's Limit of Liability has to be made to dispose of a claim, the liability of the Insurer to pay any costs, expenses and interest under Insuring Agreement 2 will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim;

(iii) in the event of a claim being made against the Insured in any court or before any other legally constituted body in the United States of America or Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries, the Limit of Liability shall apply to such claims inclusive of such Additional Payments;

(iv) in jurisdictions where the Insurer may be prevented by law or otherwise from carrying out any of 2(a) to (e) above, the Insurer shall pay any expense incurred with its written consent for others to carry out such actions and payments on its behalf.

3. Limit of Liability

The liability of the Insurer for all Compensation under this Policy as a result of an Occurrence shall not exceed the Limit of Liability.

The total aggregate liability of the Insurer during any one Period of Insurance for all claims arising out of Product Liability shall not exceed the Limit of Liability.

Provided always that the Limit of Liability applies in excess of any applicable Deductible.

4. Definitions

For the purpose of determining the indemnity granted by this Policy and when used in this Policy (including Endorsements thereof), the following Definitions shall apply:

4.1 "ADVERTISING LIABILITY" MEANS

liability arising out of one or more of the following:

(a) libel or slander except arising out of the publication or utterance of a libel or slander prior to the inception date of this Policy or made at the direction of the Insured with the knowledge of the falsity thereof;

(b) infringement of copyright, title or slogan;

(c) unfair competition, misappropriation of advertising ideas or style of doing business;

(d) invasion of privacy;

(e) unintentional breach of the misleading or deceptive conduct provisions of any consumer protection legislation or similar legislation of any country, state or territory

committed or alleged to have been committed in any Advertisement and arising out of any advertising activities conducted by or on behalf of the Insured, in the course of advertising the Insured's Products, goods or services.

4.2 "ADVERTISEMENT" MEANS

any manner of communication given to the public including by way of any form of print media, telecommunication, radio or television broadcast, electronic mail, Internet, world wide web or exhibit.

4.3 "AIRCRAFT" MEANS

any vessel, craft or thing made or intended to transport persons or property through the air, atmosphere or space.

4.4 "BUSINESS" MEANS

the Business specified in the Placing Schedule.

4.5 "COMPENSATION" MEANS

any amount paid or payable at law by the Insured in respect of any claim for:

(a) Personal Injury;

(b) Property Damage; or

(c) Advertising Liability.

Provided that Compensation is only payable in respect of an Occurrence to which this Policy applies.

4.6 "DEDUCTIBLE" MEANS

the amount of deductible as specified in the Placing Schedule.

4.7 "EMPLOYMENT PRACTICES" MEANS

any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination directly related to employment by the Insured.

4.8 "GENERAL LIABILITY" MEANS

the Insured's legal liability as insured under this Policy, caused by an Occurrence in connection with the Business, other than Product Liability and Advertising Liability as defined herein.

4.9 "HOVERCRAFT" MEANS

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

4.10 INSURED

Each of the following is an Insured to the extent described:

(a) the parties named in the Placing Schedule as the Insured, including any subsidiary or controlled corporation entity or other organisation now existing or hereafter constituted or acquired by the Insured named in the Schedule (subject to Condition 6.1);

(b) Every past, present or future partner, officer, director, commissioner, stockholder or shareholder, proprietor, executive, employee of the Insured as defined in 4.10 (a), (including their spouse, partner or any family member of any such person while accompanying such person on any commercial trip or function in connection with the Business), whilst acting for or on behalf of such Insured and/or within the scope of their duties in such capacity;

(c) any person, principal, organisation, trustee, estate or other entity for whom or for which the Insured is obligated:

(i) by written contract to provide insurance coverage as an additional insured or an insured or otherwise, such as is afforded by this Policy;

(ii) to provide such insurance by reason of law, agreement or permit, but only to the extent required by such law, agreement or permit;

(d) any principal in respect of the liability of such principal arising out of the performance by the Insured or by any party designated in sub-paragraph (a) above, of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement;

(e) any partnership or joint venture in which the Insured is engaged in or is a party to but only to the extent of the Insured's liability in respect of such partnership or joint venture;

(f) any officer, member, employee or voluntary helper of the Insured's canteen, social and sporting clubs, first aid, medical ambulance and fire fighting services, welfare and child care facilities in respect of claims arising from their duties connected with the activities of any such club, organisation or service;

(g) any partner, officer, director, commissioner or employee of the Insured in respect of private work undertaken by the Insured's employees for such person;

(h) any employee superannuation fund or pension scheme managed by or on behalf of the Insured named in the Placing Schedule, and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not managed by corporate fund managers;

(i) The estates, legal representatives, heirs and assigns of:

(i) any deceased or insolvent persons, or;

(ii) persons unable to manage their own affairs by reason of mental disorder or incapacity;

who would otherwise be indemnified by this Policy but only in respect of liability incurred by such persons as described in (i) and (ii) above;

(j) any person or firm arising out of the performance of a contract with the Insured constituting the provision of labour only;

(k) any person whilst working for an entity as outlined in 4.10 (a) above for the purpose of gaining work experience or any voluntary worker.

4.11 "INSURED'S PRODUCT" MEANS

anything manufactured, grown, extracted, treated, produced, processed, sold, handled, supplied, distributed, imported, exported, repaired, serviced, installed, assembled, altered, erected or constructed, by or on behalf of the Insured (including their predecessors in business), including packaging or containers, designs, formulae or specifications thereof and directions, instructions or advice given or omitted to be given in connection with the such things and any other thing the Insured is deemed to have manufactured in the course of the Business including discontinued products. Insured's Product does not include vending machines or other property rented to or located for the use of others but not sold.

4.12 "LIMIT OF LIABILITY" MEANS

the applicable limit of liability specified in the Placing Schedule.

4.13 "MEDICAL PERSONS" MEANS

Qualified medical practitioners, nurses, dentists and first aid attendants.

4.14 "MULTIPLE DAMAGES" MEANS

additional damages resulting from the multiplication of compensatory damages against an Insured, such additional damages being awarded as a result of the Insured or their legal advisors or both having engaged in unnecessary delaying tactics or having hindered the due process of the court in some other manner.

4.15 "OCCURRENCE" MEANS

an event including continuous or repeated exposure to substantially the same general conditions.

All events of a series consequent on or attributable to one source or original cause will be deemed one Occurrence.

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

4.16 "PERSONAL INJURY" MEANS

(a) bodily injury, sickness, disease, disability, shock, fright, mental anguish or mental injury, loss of consortium or services including death resulting from any of these;

(b) false arrest, false imprisonment, detention, malicious prosecution or humiliation, breach of confidentiality, trespass or nuisance;

(c) the publication or utterance of libel or slander (except arising out of the publication or utterance of a libel or slander prior to the inception date of this Policy or where made at the direction of the Insured with the knowledge of the falsity thereof), or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy;

(d) wrongful entry or wrongful eviction or other invasion of the right to private occupancy;

(e) assault and battery not intentionally committed by or at the direction of the Insured unless so directed for the purpose of preventing or eliminating danger to persons or property;

(f) discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at the direction of the Insured.

4.17 "PROPERTY DAMAGE" MEANS

(a) loss of, physical damage to or destruction of tangible property including the loss of use thereof resulting therefrom;

(b) loss of use of tangible property which has not been physically damaged, lost or destroyed, which is caused by physical damage or destruction or loss of other tangible property provided such loss of use is caused by an Occurrence.

4.18 "POLLUTANTS" MEANS

any smoke, vapour, soot, fumes, acids, alkalis, chemicals, liquids, gases, waste or other irritants or contaminant. Waste includes materials to be recycled, reconditioned or reclaimed.

4.19 "PRODUCT LIABILITY" MEANS

Personal Injury or Property Damage arising out of the Insured's Products or work or operations including materials, parts or equipment furnished in connection with such work or operations performed by or on behalf of the Insured or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs away from premises owned or controlled by or leased or rented to the Insured and after physical possession of such products by the Insured has been relinquished to others.

4.20 "TOOL OF TRADE" MEANS

any Vehicle, which has any equipment either forming part of it or as an attachment, which is designed or used as a tool, including but not limited to, use in excavation, digging, scraping, grading, drilling, lifting, levelling, pumping, spraying, vacuuming and the like, whilst the equipment is at rest or being used being prepared for use or being decommissioned after use for which it was designed.

4.21 "TERRITORIAL LIMITS" MEANS

anywhere in the world except with respect to the United States of America, Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries where this Policy will only apply in respect of the Insured's Product exported into and/or travelling executives and salespersons within such countries and be subject to the Limit of Liability as stated in the Placing Schedule.

4.22 "VEHICLE" MEANS

any type of machine designed to travel over land on wheels or on self laid tracks or skis made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

4.23 "WATERCRAFT" MEANS

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

5. Exclusions

The Insurer shall not be liable in respect of:

5.1 ASBESTOS

Personal Injury or Property Damage arising from:

(a) mining, processing, handling, transportation, distribution and/or storage of asbestos;

(b) manufacture of asbestos products and/or processing of materials containing asbestos;

(c) any process of removal, decontamination, treatment or control of asbestos.

This Exclusion 5.1 (c) shall only apply to those claims arising in consequence of the inhalation of asbestos fibre(s) or damage to or loss of use of property due to the presence of asbestos.

5.2 ADVERTISING LIABILITY

Advertising Liability arising out of:

(a) breach of contract, other than misappropriation of advertising ideas under an implied contract;

(b) the wrong description of the price of Insured's Products, goods or services;

(c) the failure of the Insured's Products, goods or services to conform with advertised performance or quality; or

(d) an offence committed by any Insured whose business is advertising, broadcasting, publishing or telecasting.

5.3 AIRCRAFT PRODUCTS

Liability arising out of the Insured's Product which, with the Insured's knowledge, is incorporated into the structure, machinery or controls of any Aircraft and would affect its flying capabilities.

5.4 CARE, CUSTODY OR CONTROL

Property Damage to:

(a) Property owned by the Insured or any property leased or rented to the Insured to the extent that the Insured has agreed under contract to provide insurance therefor;

(b) Property in the physical or legal control of the Insured, other than;

(i) Premises or part of premises including contents thereof, which are leased, rented, tenanted, hired or temporarily occupied by the Insured;

(ii) Vehicles including spare parts, accessories and the Vehicles contents (not belonging to or used by or on behalf of the Insured), in the possession or control of the Insured where such Property Damage occurs whilst any such Vehicle is in a car park owned or operated by the Insured, provided that the Insured as the principle part of their Business does not operate the car park for reward;

(iii) Employees' and visitors' property;

(iv) All other property up to a limit of $500,000 any one Occurrence or as otherwise stated in the Placing Schedule.

5.5 DEDUCTIBLE

The amount of the deductible as specified in the Placing Schedule.

5.6 EMPLOYERS LIABILITY

(a) Liability to the extent that the Insured is entitled to indemnity under any statutory fund, statutory scheme, policy of insurance or self insurance, required by any law relating to workers' or workmen's compensation.

(b) Liability to any employee of the Insured to the extent imposed by industrial award or agreement or determination where such liability would not have been imposed in the absence of such law or industrial award or agreement or determination.

(c) Liability imposed by any law relating to Employment Practices.

Notwithstanding (a) and (b) this Exclusion 5.6 shall not apply to the liability assumed by the Insured under any contract or agreement.

5.7 FINES, PENALTIES, AGGRAVATED, PUNITIVE, MULTIPLE EXEMPLARY AND LIQUIDATED DAMAGES

Fines, penalties, aggravated, punitive, exemplary, liquidated and Multiple Damages.

5.8 INTENTIONAL INJURY OR DAMAGE

Personal Injury, Property Damage or Advertising Liability expected or intended from the standpoint of the Insured.

This Exclusion 5.8 does not apply to Personal Injury resulting from the use of reasonable force to protect persons or property.

5.9 LOSS OF USE OF TANGIBLE PROPERTY

Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

(a) A delay in or lack of performance by or on behalf of the Insured in respect of any contract or agreement; or

(b) The failure of the Insured's Products to meet the level of performance, quality, fitness or durability warranted or represented by the Insured.

Provided this Exclusion 5.9 (b) does not apply to loss of use of other tangible property resulting from physical damage to or destruction of the Insured's Products after such Insured Products have been put to their intended use by any person, organisation or entity other than the Insured.

5.10 POLLUTION

Liability for Personal Injury or Property Damage caused by the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water, including the clean- up, removal or nullifying expenses consequent upon such discharge, dispersal, release or escape of Pollutants.

But this Exclusion 5.10 does not apply if such discharge, dispersal, release or escape;

(a) occurs outside of the United States of America, Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries; and

(b) is caused by a sudden, unexpected and accidental happening which takes place in its entirety at a specific time and place.

Notwithstanding the foregoing, it is noted and allowed that this Exclusion 5.10 shall not apply to any liability arising out of the discharge, dispersal, release or escape of legionella bacteria.

5.11 PROFESSIONAL LIABILITY

The rendering of or failure to render professional advice or service by the Insured or any related error or omission, but this Exclusion 5.11 does not apply to:

(a) the rendering of or failure to render professional medical advice by Medical Persons employed by the Insured to provide first aid and other medical services on the Insured's premises, or

(b) Personal Injury or Property Damage arising therefrom providing such professional advice or service is not given for a fee.

5.12 RADIOACTIVE CONTAMINATION

any claim arising directly or indirectly, caused by, contributed to by, or arising from, any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material.

Notwithstanding the above, Exclusion 5.12 does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used incidental to ordinary industrial, educational, medical, or research pursuits.

5.13 REPAIR, REPLACEMENT OR RECALL OF PRODUCTS

(a) Property Damage to the Insured's Products if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof. Provided that this exclusion applies only to the defective or harmful or unsuitable part of the Insured's Product that has suffered the Property Damage and does not apply to resultant Property Damage to the remainder of the Insured's Products.

(b) damages claimed for any loss, cost or expense incurred by the Insured for the inspection, repair, replacement, loss of use or recall of the Insured's Products.

(c) any performance or quality guarantee or warranty given by the Insured in respect of the Insured's Product except to the extent that such liability would have been implied or imposed by law.

5.14 VEHICLES

Personal Injury or Property Damage arising from the ownership, possession or use by the Insured of any Vehicle which is registered or is required at law to be registered.

Provided, however, this Exclusion shall not apply.

(a) To Personal Injury where compulsory liability insurance or statutory scheme does not provide indemnity which does not involve a breach by the Insured of legislation relating to Vehicles.

(b) Where such Personal Injury or Property Damage:

(i) arises out of or in connection with the loading and unloading of any Vehicle and/or any delivery or collection to or from any Vehicle for which the Insured is legally liable;

(ii) arises out of the use of any Vehicle as a Tool of Trade;

(iii) arises from the use of any Vehicle (other than registered Vehicles owned or used by the Insured) in the physical or legal control of the Insured where such Personal Injury or Property Damage occurs in a car park owned or operated by the Insured.

5.15 WAR

any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority.

5.16 WATERCRAFT, AIRCRAFT

Liability caused by or arising out of the ownership, maintenance, use or operation by the Insured of:

(a) any Watercraft or Hovercraft whilst afloat.

This Exclusion 5.16 (a) shall not apply to:

(i) Watercraft or Hovercraft whose length does not exceed 10 metres;

(ii) Watercraft operated by independent contractors;

(iii) Watercraft owned by others and used by the Insured for business entertainment;

(iv) manually propelled or sailing craft in Australian territorial waters.

(b) any Aircraft.

This Exclusion 5.16 (b) shall not apply with respect to:

(i) unmanned inflatable balloons used for advertising purposes.

6. Conditions

6.1 ACQUISITIONS OF PROPERTIES OR COMPANIES

The indemnity granted by this Policy extends to properties, assets, companies, firms, entities or other bodies formed or acquired by the Insured or of which the Insured assumes management responsibility during the Period of Insurance.

Provided that the activities are consistent with the description of (i) of the Business in the Schedule subject to disclosure to the Insurer as soon as possible of any new acquisition which represents more than 15% of the current group turnover in which event, the Insured reserves the right to accept such terms and additional premium as the Insurer may reasonably require.

Provided that:

(i) No indemnity shall be granted in respect of claims for Personal Injury, Property Damage or Advertising Liability which first happened prior to the date of such acquisition, formation or assumption of management responsibility.

(ii) Where existing insurance applies to the acquired properties, companies, firms, corporations, entities or other bodies over which the Insured exercises management responsibility, this Policy will indemnify the Insured for any difference in conditions and limits, until expiry or cessation of such existing insurance.

6.2 ADJUSTMENT OF PREMIUM

Unless otherwise stated the premium for this Policy or any renewal or replacement thereof is a flat premium and is not subject to adjustment except as provided in Condition 6.4 Cancellation herein.

However, where the premium is stated to be adjustable, the Insured will within a reasonable period after expiry of each Period of Insurance furnish such information as the Insurer may require to adjust the premium and any difference in premium shall be paid by or allowed to the Insured as the case may be.

6.3 BANKRUPTCY OR INSOLVENCY

In the event of bankruptcy or insolvency of the Insured or any of the parties or entities comprising the Insured, the Insurer shall not be relieved of the payment of any claim hereunder because of such bankruptcy or insolvency.

6.4 CANCELLATION

(a) This Policy may be terminated at any time by the Insured tendering notice in writing to the Insurer.

(b) The Insurer may cancel this Policy in any of the relevant circumstances set out in the Australian Insurance Contracts Act 1984 (as amended), such cancellation to take effect 60 days from the time of notification received by the Insured.

In either event, the premium will be adjusted for the time the Policy has been in force and a refund of premium will be allowed pro rata for the unexpired Period of Insurance.

6.5 CLAIMS CO-OPERATION

(a) In respect of Occurrences covered under this Policy, the Insurer will defend at its own cost, in the Insured's name and on the Insured's behalf, any suit against the Insured seeking Compensation even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as is deemed expedient.

Provided that the Insurer shall not be obliged to pay any claim or judgement or to defend any suit after the Insurer's Limit of Liability has been exhausted by the payment of judgements or settlements.

(b) The Insured shall cooperate with the Insurer and shall comply with the terms and Conditions of this Policy, and shall enforce any right of contribution or indemnity against any person, corporation, organisation or entity who may be liable to the Insured because of Personal Injury, Property Damage or Advertising Liability with respect to which insurance is afforded hereunder.

6.6 DIFFERENCE IN CONDITIONS, LIMITS, DEDUCTIBLES

If at the time of any claim arising under this Policy, which is not indemnified under any other existing policy of public and/or products liability insurance (hereinafter referred to as "Underlying Insurance"), then this Policy being broader in meaning or scope than such Underlying Insurance, will indemnify the Insured in respect to any such claim but subject always to the terms and Conditions of this Policy.

Further, in reference to the respective policy deductibles, where the amount recoverable under such other Underlying Insurance is less than would have been recoverable had that insurance been arranged on the same terms and Conditions as this Policy, the Insurer of this Policy will indemnify the Insured for any differences.

The amount of any claim, including the amount of any deductible, paid under such other Underlying Insurance will not be deemed to have been paid under this Policy for the purpose of determining the Insurer's Limit of Liability under this Policy.

6.7 HEADINGS

Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

6.8 INSPECTION AND AUDIT

The Insurer shall be permitted, but not obligated, to inspect the Insured's property and operations at any time. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe. The Insurer may examine and audit the Insured's books and records at any time during the Period of Insurance and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

6.9 INSURED'S DUTIES

(a) In the event of an Occurrence the Insured shall promptly take at its own expense all reasonable steps to prevent Personal Injury or Property Damage or Advertising Liability arising or continuing out of such Occurrence.

(b) The Insured shall give notice in writing to the Insurer as soon reasonably practicable of every Occurrence, and shall forward to the Insurer all information relevant to such Occurrences that the Insurer may reasonably require, in particular every demand, writ, summons, proceeding, impending prosecution, inquest.

(c) The Insured shall not without the Insurer's consent, make any admission, offer, promise or payment in connection with any Occurrence.

(d) The Insured shall use its best endeavours to preserve all property, products, appliances, plant and all other things which may assist in the investigation or defence of a claim or in the exercise of rights of subrogation and so far as may be reasonably practicable no alteration or repair shall be effected without the consent of the Insurer until the Insurer shall have had an opportunity of inspection.

6.10 NOTIFICATION OF CHANGE

The indemnity provided by this Policy shall not be prejudiced by any change in the name of the Insured in accordance with an application under legislation permitting the change in the name of the Insured.

6.11 POLICY INTERPRETATIONS

Where words other than the Insured or the Insurer have been used in this Policy to represent those legal entities, it is agreed that for the purposes of this Policy and any subsequent endorsements, the words the Insured and the Insurer are deemed to have the same meaning as those alternative words used in this Policy.

It is further agreed that:

(a) words importing persons shall include corporations and other legal entities;

(b) references in the singular shall be deemed to include the plural and vice versa;

(c) words depicting any gender include reference to all other genders;

(d) references to money shall be expressed as Australian dollars, unless otherwise stated.

6.12 PROPER LAW

Any dispute arising under this contract of insurance or concerning its formation shall be determined in accordance with the law of the Commonwealth of Australia and the States and Territories thereof, and any disputes relating thereto shall be submitted to the jurisdiction of the courts of such State and Territory.

6.13 SEVERABILITY AND CROSS LIABILITY

This Policy, including any amendment, renewal or variation or endorsement to or of it, shall be construed as if each person, corporation, entity or other organisation entitled to claim on it, whether a party to the contract of insurance or not, had made a proposal, application or request for the Policy, or amendment, or renewal, or variation or endorsement, in respect of their interest only. Further any information or knowledge possessed by a person, corporation, entity or other organisation entitled to claim on this Policy, whether possessed before or after the contract was entered into, shall not be imputed to any other person, corporation, entity or other organisation.

The Insurer will not seek any relief whatsoever (including cancellation of the Policy) for non-disclosure or misrepresentation or both against a person, corporation, entity or other organisation entitled to claim under this Policy unless the Insurer would have been entitled to that relief had the person claiming been the only person covered by the Policy.

Further neither the inclusion of more than one Insured under this Policy nor any act, omission, breach or default by an Insured shall in any way affect the rights of any other Insured, it being intended that this Policy should be construed as if a separate contract of insurance had been entered into by each Insured; but not so as to increase the Insurer's Limit of Liability under this Policy.

6.14 STATUTORY REQUIREMENTS

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

6.15 SUBROGATION

In the event of payment for loss under this Policy to or on behalf of the Insured, the Insurer shall be subrogated to all the Insured's rights of recovery against all persons and organisations.

Notwithstanding this, the Insurer agrees to waive all right of subrogation under this Policy against any corporation or corporations, the majority of whose capital stock is owned or controlled by the Insured, or against any party, corporation, firm or individual, to which or to whom protection is afforded under this Policy subject to the Insured waiving those rights of subrogation under contract or agreement prior to the loss occurring.

The Insurer further agrees that an Insured's right to indemnity under this Policy will not be prejudiced by the Insured agreeing to exclude or limit the liability of such parties under contract prior to the loss occurring.