Contractors Liability Insurance Policy

This Policy incorporates the Schedule, Sections, Definitions, Conditions, Exclusions, Endorsements, Memoranda and Warranties (if any) and any other terms herein contained 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.

WHEREAS the Insured named in the Schedule has paid or agreed to pay the Insurer(s) the Premium shown on the Schedule, now the Insurer(s) agree(s), subject to the Terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained herein or endorsed hereon, to indemnify the Insured as specified herein against loss arising from any insured events which occur during the Period of insurance stated in the Schedule or any renewal thereof.

PROVIDED THAT the total liability of the Insurer(s) shall not exceed the appropriate Limit of Liability as stated in the Schedule of such amount(s) as may be substituted therefore by endorsement or memorandum hereon or attached hereto and that each Insurer(s) shall only be liable to contribute to any loss covered by this Policy that proportion of the loss as is specified on the following pages.
### Policy Schedule

<table>
<thead>
<tr>
<th>Policy Number:</th>
<th>0003/CARL/18</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of the Insured:</strong></td>
<td>Council of the City of Gold Coast, Contractors, Sub-Contractors, Consultants and/or subsidiary companies now or hereafter incorporated and/or Joint Ventures and/or Alliances where Gold Coast City Council are sponsors, all other parties with an insurable interest in any of the property insured hereby for their respective rights and interests in respect of their site activities.</td>
</tr>
<tr>
<td><strong>Business of the Insured:</strong></td>
<td>Principally but not limited to Local Government Authority, Council and all other activities undertaken by the Insured.</td>
</tr>
<tr>
<td><strong>Territorial Limits:</strong></td>
<td>Worldwide excluding the United States of America or Canada</td>
</tr>
</tbody>
</table>
| **Period of Insurance:** | (a) From 30th June 2018 To 30th June 2019  
Both days inclusive at 4.00pm Local Standard Time at the address of the Insured.  
(b) Any subsequent period for which the Insured shall pay or agree to pay and the Insurer shall agree to accept a renewal premium. |
| **Policy Limits:** | **Section 1:**  
AUD 50,000,000 any one occurrence/ unlimited during the period  
**Section 2:**  
AUD 50,000,000 any one occurrence and in the aggregate  
**Section 3:**  
AUD 50,000,000 any one occurrence and in the aggregate in respect of Products Liability  
AUD 50,000,000 any one occurrence and in the aggregate in respect of Completed Operations  
**Financial Loss**  
AUD 5,000,000 any one Claim or series of Claims arising out or one originating cause including costs and expenses and in the annual aggregate including costs and expenses. |
| **Excess:** | AUD 20,000 each and every occurrence in respect of Third Party Property Damage and Injury including costs and expenses |
| **Insurer:** | City of Gold Coast Insurance Company Limited |
| **Premium:** | AUD 111,759.60 excluding Stamp Duty |
| **Signed:** | On Behalf of  
City of Gold Coast Insurance Company Limited |
| **Date:** | 2 July 2018 |
POLICY DEFINITIONS

1. **THE INSURED** shall include any Councillor, Officer or other employees of the Insured or any Officer or member of the Insured’s sports and social clubs or fire brigade or ambulance nursing or related paramedical services or any person, firm or organisation for whom the Insured has, with the agreement of the Insurer(s), agreed to arrange insurance indemnifying such persons, firms or organisations.

   Each party comprising the Insured as defined above shall be deemed to be the Insured as though a separate policy has been issued to any of them provided the total limit of liability shall not exceed the amounts specified in the Schedule.

2. **INJURY** shall mean
   
   A. Injury, death, disease, disability, shock, fright, mental anguish or mental injury;
   
   B. false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation; wrongful eviction or other invasion of privacy; the publication of a libel or other defamatory or disparaging material, or the utterance of a slander; actions for malicious falsehood, ; assault and battery not committed by or at the direction of the Insured, unless committed for the purpose of preventing or eliminating danger to persons or property caused by or resulting from an occurrence which takes place during the Period of Insurance

3. **DAMAGE** shall mean physical loss, destruction of or damage to tangible property including the loss of use thereof at any time resulting therefrom; trespass, nuisance or interference with any right of way, light, air or water;

4. **TERRITORIAL LIMITS** shall mean territories stated in the Policy Schedule

5. **OFFSHORE** shall mean from the time an employee of the Insured embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform until such time the employee disembarks from the conveyance onto land upon return from an offshore rig or an offshore platform

6. **POLLUTION** shall mean pollution or contamination of the atmosphere or of any water land or other tangible property

7. **DEFENCE COSTS** shall mean all costs fees and expenses incurred by the Insured in the defence or settlement of any claim under this Policy

8. **DAMAGES** shall mean monetary compensation capable of being awarded in civil proceedings but excluding aggravated and exemplary damages

9. **OCCURRENCE** means
   
   a) in respect of:
   
   (i) paragraph (a) of **Injury**; and
   
   (ii) **Damage**;

   an event or series of events, arising from an act or omission of the Insured or for which the Insured is responsible including continued or repeated exposure to substantially the same conditions, which, during the Policy Period, results in such **Injury** or **Damage** which is neither expected or intended from the standpoint of the Insured;

   (b) in respect of paragraph (b) of **Injury** any act or series of acts of the same or similar nature committed during the Policy Period.

10. **PRODUCTS LIABILITY** means the legal liability of the **Insured** to pay damages and/or compensation to any party, other than the **Insured** or **Employees**, in respect of **Injury** and/or **Damage** arising out of or from the Insured’s **Products** anywhere within the Territorial Limits, but excluding liability arising out of or from Pollution or for Financial Loss.
11. **PUBLIC LIABILITY** means: the legal liability of the **Insured** to pay damages and/or compensation to any party, other than the **Insured** or **Employees**, in respect of **Injury** and/or **Damage** arising out of or from any act or default of the **Insured** in the conduct of the Business within the **Territorial Limits**, but excluding liability arising out of or from **Pollution**, the **Insured’s Products** or **Financial Loss**.

12. **EMPLOYEE** means any person under a contract of service or apprenticeship with the **Insured** including but not limited to:

   12.1 any labour master or person supplied by him or any person supplied by a labour only sub-contractor any self-employed person working under contract with the **Insured**

   12.2 any person hired, loaned or borrowed by the **Insured** is deemed to be employed by the **Insured** including any student, trainee or person undertaking work for the **Insured** under a work experience or similar scheme

   12.3 any trainee or consultant

   12.4 any part time, contingent, temporary or seasonal staff

   12.5 any volunteers

   12.6 any persons leased, loaned or borrowed from or to a third party

   12.7 any person assigned to perform employee duties for the **Insured**

   12.8 any person provided by an employment agency or the like

   12.9 any employee director or officer of any company authorised or retained by the **Insured** to perform services which the **Insured** has outsourced to them under contract whilst engaged in connection with the Business.

13. **FINANCIAL LOSS** means pecuniary loss cost or expense incurred by any person other than the **Insured** or an **Employee** resulting from the defective or harmful condition of the **Insured’s Products** or their failure (or any part thereof) to perform the function for which they were supplied to the customer by the **Insured**.

14. **Insured's Product** any goods or product manufactured, installed, repaired, serviced, treated, sold, supplied or distributed by the **Insured** (including packaging and containers) in connection with the Business in or from the **Territorial Limits** after it has ceased to be the property of or in the custody or legal control of the **Insured**.
SECTION 1 - PUBLIC LIABILITY

To indemnify the Insured as stated in the Schedule for all sums which the Insured becomes legally liable to pay as Damages (including claimants' costs, fees and expenses) and Defence Costs in respect of:

1. Injury to any person

2. Damage

in connection with the Business of the Insured as stated in the Schedule and occurring during the Period of Insurance.

The indemnity provided shall only apply to Damage occurring:

(a) within the Territorial Limits

(b) during the course of temporary visits abroad by non-manual employees of the Insured including the United States of America or Canada.

The indemnity extends to include liability arising out of the provision of any canteen medical or welfare facilities provided by the Insured.

LIMITS OF INDEMNITY

Underwriters' liability to pay Damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

Defence Costs will be payable in addition to the Limits of Indemnity.

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and Sections 2 & 3 each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Underwriters' liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences.

INDEMNITY TO OTHERS

At the request of the Insured indemnity extends to include liability of:

1. any director of the Insured or Employee in respect of liability arising in connection with the Business of the Insured as stated in the Schedule

2. the committees for the time being of any of the Insured's sports or social clubs including as though they were the Insured the officers and/or members of any such club jointly or severally

3. Directors and/or Officials of the Insured in their personal private capacity arising from work undertaken for them by Employees of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply and provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured.
EXCLUSIONS TO SECTION 1

This Section does not provide indemnity in respect of liability
1. for Injury to any person under a contract of employment or apprenticeship with the Insured

   Provided always that this Exclusion 1 shall not apply with respect to:
   a). liability of others assumed by the Insured under any written contract
   b). any liability arising out of the infringement by the Insured of the Trade Practices Act, 1974 or equivalent legislation of a State or Territory
   c). any other liability not insured by a workers' compensation policy

   For the purpose of this Exclusion 1, work experience students and volunteer workers shall not be deemed to be Employees of the Insured

2. (a). Injury or Damage directly or indirectly caused by seepage, pollution or contamination, provided always that this Exclusion 2 shall not apply to liability for Injury or Damage, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.

   (b). The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance

   Exclusion 2 shall not extend this Insurance to cover any liability which would not have been covered under this insurance had this clause not been attached

3. for loss or damage to property owned leased or hired by or under hire purchase or on loan to the Insured or in the Insured's care custody and control other than

   (a) Employees' and visitors clothing and personal effects

   (b) premises (including contents thereof) not owned nor rented by the Insured but temporarily occupied by them for the purpose of work therein or thereon

   (c) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement

4. (a) arising out of the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability

   (i) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer

   (ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer

   (iii) for damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon

   (iv) arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking

   and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer

   (b) caused by the ownership or operation by or on behalf of the Insured of any waterborne craft exceeding 15metres in length, hovercraft aircraft or railborne vehicle, but this exclusion shall not apply to plant and/or machinery mounted thereon
5. arising out of liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties

6. for loss or damage to property manufactured designed sold supplied repaired or installed by the Insured or any structure or contract works (including materials for incorporation therein)
   (a) prior to certified completion or handover by the Insured
   (b) after certified completion or handover by the Insured where such loss or damage arises out of the defective condition of any part of such property structure or contract works

7. which is the inevitable or unavoidable consequence of the performance of a contract

8. for Damage to cables pipes or other services located underground unless the Insured has
   (a) taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of damage thereto (reasonable measures include contacting the appropriate authorities where it is possible cables pipes or services are under the site)
   (b) retained a written record of the measures which were taken to locate such cables pipes or other services
   (c) conveyed the location of such cables pipes and services to those who are carrying out such work on behalf of the Insured

9. arising out of Completed Operations and Products Liability
SECTION 2 - POLLUTION LIABILITY

To indemnify the Insured as stated in the Schedule for all sums which the Insured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs in respect of accidental

1. Injury to any person

2. Damage

arising out of Pollution occurring in its entirety during the Period of Insurance within the Territorial Limits in connection with the Business of the Insured as stated in the Schedule but only to the extent that the Insured can demonstrate that such Pollution:

(a) was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance

(b) was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

LIMITS OF INDEMNITY

Underwriters liability to pay Damages (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of all occurrences

Defence Costs will be payable in addition to the Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and Section 1 & 3 each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Underwriters' liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences

INDEMNITY TO OTHERS

At the request of the Insured indemnity extends to include liability of

1. any director of the Insured or employee in respect of liability arising in connection with the Business of the Insured as stated in the Schedule

2. the committees for the time being of any of the Insured's sports or social clubs including as though they were the Insured the officers and/or members of any such club jointly or severally

3. Directors and/or Officials of the Insured in their personal private capacity arising from work undertaken for them by Employees of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply and provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

EXCLUSIONS TO SECTION 2

This Section is subject to the Exclusions to Section 1 (apart from Exclusion 2) and also does not provide indemnity in respect of liability for Damage to

1. premises presently or at any time owned or tenanted by the Insured

2. land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care custody or control
CHOICE OF LAW CLAUSE

1. It is hereby agreed between Underwriters and the Insured that indemnity provided by this Policy shall apply only to judgements of first instance against the Insured in the Courts of Law of Australia and not to judgements obtained elsewhere nor to judgements or orders obtained in the said courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

2. The Premium for this Insurance has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

SECTION 3 - PRODUCTS LIABILITY

To indemnify the Insured as stated in the Schedule for all sums which the Insured become legally liable to pay as damages (including claimants’ costs and expenses) in respect of Injury or Damage in connection with the Business of the Insured as stated in the Schedule arising out of or in connection with any Product within the terms and limits and occurring during the Period of Insurance as stated in the Schedule.

Exclusions to Section 3

This Section is subject to the Exclusions of Section 1 & 2 and also does not cover liability

a) for Damage to any Product or part thereof

b) for costs incurred in the repair, reconditioning or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair conditioning or replacement

c) arising out of the recall of any Product or part thereof

d) arising out of any Product which with the Insured’s knowledge is intended for incorporation into the structure, machinery or controls of any aircraft except where specifically stated to be included in the Business

e) occurring outside the Territorial Limits
GENERAL EXCLUSIONS TO ALL SECTIONS

This Policy does not provide indemnity in respect of liability

1. Unless specifically agreed otherwise in advance of commencement of work, for any claim arising in connection with

(a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 15 metres in height by Employees in the direct service of Insured when such work forms an ancillary part of a contract for construction alteration or repair carried out by the Insured

Provided this Exclusion does not apply to contract works undertaken by the Insured where the demolition is required as part of the overall contract for work to be undertaken.

(b) pile driving, tunnelling or quarrying

Provided that this Exclusion does not apply to tunnelling works undertaken by the Insured where the tunnelling is required as part of the overall contract for work to be undertaken and the tunnelling does not exceed 40 metres in length and the diameter of the tunnel does not exceed 3 metres or other measurements that have been declared to Underwriters and Underwriters have accepted.

(d) the use of explosives for any purpose

Provided that this Exclusion does not apply to explosive works undertaken by the Insured where work is carried out by a Shot Fire licensed with the Queensland Natural Resources & Mines Department and the explosive work is required as part of the overall contract for work to be undertaken.

(e) excavations below 20 metres in depth

(f) any work carried out at a height in excess of 30 metres

Provided that this Exclusion does not apply to works undertaken by the Insured where the work to be carried out is in excess of 30 metres and the work(s) has been declared to Underwriters and Underwriters have accepted.

(g) directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or any asbestos containing materials; or

any obligation to defend any claim or suit against the Insured alleging liability resulting from 1 above nor to Underwriters' liabilities for Defence Costs arising therefrom

2. (a) directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition

(b) directly or indirectly caused by or contributed to by or arising from

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

3. arising from any contract entered into by the Insured under the terms of which work is to be performed by the Insured in the United States of America or Canada.
4 Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5 Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

6 Liability for loss arising from

i) Urea Formaldehyde;
ii) The manufacture or supply of silicon based human implants;
iii) The manufacture of contraceptives and RU 486
iv) Human biological materials including extracts thereof (e.g. blood, plasma, plasmaproteins, immunoglobulins, cells, tissue, organs, urine, excretions, etc);
v) The manufacture of genetically modified seeds or organisms;
vi) The manufacture of vaccines;
vii) The application or use of polychlorinated biphenyls including polychlorinated biphenyl generated dibenzoofurans and dioxins;
viii) The manufacture of tobacco or tobacco related products;
ix) The manufacture of all pharmaceutical active ingredients including medical implants.

7. Insurer(s) shall not be liable under this Policy in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from

(a) the manufacture in or supply to the United States of America or Canada of:

   (i) any alcohol products;
   (ii) firearms.
(iii) any product containing or made of latex;
(iv) welding rod products;

(b) (i) Silica;
(ii) (a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:
(i) Fungi or Bacteria; or
(ii) substance, vapour or gas produced by or arising out of any Fungi or Bacteria.
(b) the costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, Fungi or Bacteria, by the Insured or by any other person or entity.

in the United States of America or Canada.

8. Insurer(s) shall not be liable under this Policy in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from Silica.

Silica shall mean:

(a) any form of crystalline or non-crystalline (amorphous) silica compounds, silica dust or silica mixed or combined with dust or other particles; or

(b) synthetic silica, including precipitated silica, silica gel, pyrogenic or fumed silica or silica-flour

9. Insurer(s) shall not be liable under this Policy in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

Professional Liability

the rendering or failure to render professional advice or service by the Insured and/or Insured Person, or any error or omission in connection therewith, but this Exclusion shall not apply to:

(a) Liability in respect of Personal Injury or Property Damage resulting directly therefrom providing such professional advice or services by the Insured or any error or omission is in connection with the Insured's Products;

(b) The rendering or failure to render professional advice by any Employee to provide first aid or other medical services at the Insured's premises.
1. Additional Defence Costs

Defence Costs extend to include legal expenses incurred with the Underwriters written consent within the courts of Australia.

(a) arising out of representation at any Coroner's Inquest or Fatal Accident inquiry

(b) arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Business of the Insured in respect of matters which may form the subject of indemnity by this Policy (including with the Underwriters prior consent employees partners or directors of the Insured)

provided that

(i) Underwriters shall not be liable for any fines or penalties imposed as a consequence of such prosecution

(ii) Underwriters shall not be responsible for Defence Costs where at the Underwriters discretion they may require the opinion of counsel (whose appointment is at the Underwriters sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsel's opinion is that there is no reasonable defence to the prosecution

(c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of Indemnity by this Policy

The indemnity applies only to such liability as defined by each Insured Section of this Policy arising out of the Business of the Insured as stated in the Schedule subject always to the terms Conditions limitations and Exclusions of such Section and of the Policy as a whole

2. Principals Clause

Where the Insured so requests the Underwriters agree to indemnify any Principal of the Insured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Insured. Such Principal shall be subject to and comply with the terms and conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule

3. Excess Clause

Where an excess is stated in the Schedule the Insured shall be responsible for the first amount so specified of each and every claim or series of claims arising out of any one originating cause

4. Cross Liability Clause

a. For the purposes of this Policy the word "Insured" shall be considered as applying to each party comprising the Insured in the same manner as if a separate Policy had been issued to each of them.

b. Underwriters agree that any act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of condition or warranty by any individual party comprising the Insured shall not prejudice or invalidate the rights of the other parties comprising the Insured who are themselves not guilty of such act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of Condition or warranty.

c. Underwriters further agrees to waive all rights, remedies or relief to which they may have otherwise become entitled to exercise by way of subrogation against any of the parties comprising the Insured.

d. Nothing contained herein shall operate to increase Underwriters Limits of Indemnity stated in the Schedule.
5. Motor Contingent Liability

Applicable to Section 1

It is agreed that notwithstanding Exclusion 4(a) of Section 1 herein this Policy is extended to provide an indemnity in respect of Injury or Damage to tangible property arising out of the use of any motor vehicle owned by an employee and being used in the course of the Business of the Insured

Provided always that no indemnity is provided by this Extension

(a) in respect of Injury to any person being carried by motor cycle otherwise than in a sidecar attached to it

(b) for Damage to any vehicle and/or contents therein

(c) for death injury illness disease or loss or damage arising while such vehicle is being driven by the Insured or any employee of the Insured other than the owner of such vehicle

(d) if such vehicle is more specifically insured

(e) for any employee whilst driving or in charge of such vehicle

(f) if such vehicle is being used outside Australia

(g) if the motor vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence;

(h) if the motor vehicle is being engaged in racing, pace-making, reliability trials or speed testing;

6. FINANCIAL LOSS

The Insurer(s) will indemnify the Insured to the extent of the Limits of Liability expressed in the Schedule against all sums which the Insured shall become legally liable to pay as compensation and Defence Costs arising from any claim or claims for Financial Loss within the Territorial Limits first made against the Insured and notified to Insurers during the Policy Period in connection with the Business

Insurers shall not be liable for the consequences of Claims made against the Insured in respect of the following:

a) where the event giving rise to the Financial Loss occurred or is alleged to have occurred prior to the 30th June 2008.

b) liability arising out of or in connection with:

   (i) Injury

   (ii) Damage

   (iii) advice design specification or formulae given by the Insured

      a) not pursuant to the supply of the Insured's Products

      b) for a fee

   (iv) non performance, non completion or delay in the performance of a contract by the Insured, financial default or insolvency;

c) liability resulting from deceit or injurious falsehood or passing off or infringement of patent copyright trade mark or trade name;

d) liability or alleged liability:
(i) arising out of any act, omission, occurrence or loss taking place (in part or in whole) in; or
(ii) the subject of actual or threatened legal proceedings brought or to be brought in;
the United States of America or Canada;

d) Cross liabilities

The total amount payable by the Insurer under this extension in respect of the Policy Period shall be
limited to the amount shown in the Schedule. Said amount shall form part of, and not be in addition to,
the Limit of Indemnity specified in Section 3 of the Schedule.
GENERAL CONDITIONS ATTACHING TO THIS INSURANCE

(Conditions 1, 2 and 3 are precedent to Underwriters' liability to provide indemnity under this Policy)

1. Claims Procedure

The Insured shall give written notice to Underwriters as soon as reasonably practicable of any incident that the Insured is advised of and which may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to the Underwriters immediately they are received.

No admission offer promise or payment shall be made or given by or on behalf of the Insured without written consent of the Underwriters who shall be entitled to take over the conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.

2. Alterations in Risk

The Insured is required to notify the Underwriters of all material facts or alterations in the risk which come to the knowledge of the Insured or arise during the currency of this Policy.

3. Adjustment of Premium

If any of the Premium for this Insurance has been calculated on estimates furnished by the Insured the Insured shall keep accurate records containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such records. The Insured shall within three months from the expiry of each Period of Insurance furnish such particulars to Underwriters and the premium for such period shall be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium required. The Underwriters reserve the right to request that the Insured supplies an auditor's certificate with such calculations that are the subject to adjustment under this Policy attesting to the accuracy thereof. Such Calculations shall include all remuneration paid to employees and all payments made to self-employed persons or employees of labour only sub-contractors for whom liability is assumed or on such other basis as may be agreed.

Discharge of liability

The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims.

6. Proportion of Defence Costs

Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the Underwriters to pay all Defence Costs in connection therewith shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of a claim.
7. Policy Interpretation

Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of Australia. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

8. Other Insurance

If any claim covered by this Insurance is also covered in whole or in part by any other insurance the liability of the Underwriters shall apply excess of and not as contributory with such other insurance.

9. Cancellation Clause

This policy may be cancelled at any time by the Insured giving notice in writing to Underwriters.

Underwriters may cancel this Policy for any reasons set forth in Section 60 of the Insurance Contracts Act 1984 (Cth) by serving on the Insured 25 working / business days notice in writing in accordance with Section 59 of that Act.

The Insured shall be entitled to a pro-rata refund of premium for the unexpired portion of the Period of Insurance.

10. Policy Disputes Clause

Any dispute concerning the interpretation of the terms Conditions limitations or Exclusions contained herein is understood and agreed by both the Insured and the Underwriters to be subject to Australian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Australia and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

MEMORANDA

1. CLAIMS SERIES CLAUSE

An Occurrence or series of Occurrences happening during the Period of this Policy which are attributable directly or indirectly or allegedly to the same event, condition, defect or hazard, or failure to warn shall be added together and treated as one Occurrence irrespective of the period of time after the commencement of the Policy Period or the number of persons or organizations who sustain Property Damage and/or Personal Injury. All such Occurrences shall be deemed to have occurred on the day of the first of such Occurrences.

The Insurer shall not indemnify the Insured for any liability of whatsoever nature in connection with Personal Injury or Property Damage where such Personal Injury or Property Damage is in any way connected with or related to an Occurrence or events or circumstances, whether of a continuous, intermittent or repeated exposure, which had occurred or commenced or existed prior to the Inception Date of this Policy.
Certificate of Currency

TO WHOM IT MAY CONCERN

It is hereby confirmed that the insurances described below have been arranged with City of Gold Coast Insurance Company Limited

Policy Number  0003/CARL/18

Type  Contractors Liability Primary Layer

Insured  Council of the City of Gold Coast, Contractors, Sub-Contractors, Consultants and/or subsidiary companies now or hereafter incorporated and/or Joint Ventures and/or Alliances where Gold Coast City Council are sponsors, all other parties with an insurable interest in any of the property insured hereby for their respective rights and interests in respect of their site activities.

Period  From 30th June 2018 to 30th June 2019 Both days inclusive at 4.00pm Local Standard Time at the address of the Insured

Interest  To indemnify the Insured against Third Party Property Damage and Injury including costs and expenses

Limits of Liability

Section 1:  Public Liability
AUD 50,000,000 any one occurrence, unlimited during the period

Section 2:  Pollution Liability
AUD 50,000,000 any one occurrence and in the aggregate

Section 3:  Products Liability
AUD 50,000,000 any one occurrence and in the aggregate in respect of Products Liability
AUD 50,000,000 any one occurrence and in the aggregate in respect of Completed Operations

Financial Loss
AUD 5,000,000 any one Claim or series of Claims arising out or one originating cause including costs and expenses and in the annual aggregate including costs and expenses.

Excess
AUD 20,000 each and every occurrence in respect of Third Party Property Damage and Injury including costs and expenses
Territory: Worldwide excluding the United States of America or Canada.

Insurer: City of Gold Coast Insurance Company Limited

SUBJECT TO POLICY COVERAGE, TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

Signed on behalf of City of Gold Coast Insurance Company Limited