

City of Gold Coast Insurance Company Limited

Registered No. 47079

# Contractors All Risks Insurance Policy Wording

# CONTRACTORS ALL RISKS INSURANCE POLICY

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## **INTRODUCTION**

This Policy comprises a Preamble Policy Schedule Definitions Exceptions Memoranda Claims Conditions and Conditions.

The Policy Schedule is a brief outline of the insurance contained in the Policy and reference must be made to the full wording to obtain a definitive explanation of the insurance protection given.

All headings contained within this Policy are for information purposes only and are not to be construed as part of this Policy wording.

## **PREAMBLE**

Whereas the INSURED named in the Policy Schedule herein has paid or agreed to pay the Premium specified in the Policy Schedule to the Insurers named herein to insure against DAMAGE to the extent and in the manner hereinafter provided.

The Insurers hereby agree to pay to or on behalf of the INSURED or to indemnify him against all such DAMAGE as herein provided.

Provided that

1. the liability of the Insurers shall not exceed the LIMIT OF INDEMNITY expressed in the Policy Schedule or such other limit as may be substituted therefor with the agreement of the INSURED by endorsement hereon or attached hereto signed by or on behalf of the Insurers
2. the subscribing insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

# POLICY SCHEDULE

Policy Number:	0002/CAR/23
Name of the Insured:	<ol style="list-style-type: none"> <li>1) Principal Council of the City of Gold Coast including subsidiary companies for their respective rights and interests.</li> <li>2) all contractors and/or subcontractors and/or manufacturers and/or suppliers in any tier</li> <li>3) Professional consultants to Insured (1) and (2) engaged solely to provide professional services for a fee.</li> </ol> <p>each for their respective rights and interests In connection with the Insured Operations</p>
Business of the Insured:	Principally but not limited to Local Government Authority, Council and all other activities undertaken by the Insured.
Insured Operations:	All capital works program activities undertaken by the INSURED including but not limited to design procurement construction testing and commissioning refurbishment and maintenance and any or all associated and ancillary works in connection therewith
Territorial Limits:	Anywhere in Australia including overland transit and offsite storage
Period of Insurance:	<p>(a) From 30<sup>th</sup> June 2023 to 30<sup>th</sup> June 2024 Both days inclusive at 4.00pm Local Standard Time at the address of the Insured.</p> <p>(b) Any subsequent period for which the Insured shall pay or agree to pay and the Insurer shall agree to accept at renewal premium.</p>
Policy Limits:	AUD 50,000,000 any one EVENT any one CONTRACT
Excess:	AUD 20,000 each and every claim including costs and expenses
Insurer:	City of Gold Coast Insurance Company Limited
Premium:	AUD 91,042.22 (excluding Stamp Duty)
Signed:	  <hr/> <p>On behalf of City of Gold Coast Insurance Company Limited</p>
Date:	13 July 2023

# **POLICY WORDING**

## **DEFINITIONS**

Any word or expression to which a specific meaning has been attached below shall bear such meaning wherever it may appear in the Policy.

<b>CONTRACT:</b>	"CONTRACT" shall mean any Contract(s) or Agreement(s) of any tier written or implied entered into by the INSURED for the purposes of carrying out the Insured Operations.
<b>DAMAGE:</b>	"DAMAGE" shall mean physical DAMAGE and include physical loss or physical destruction.
<b>EVENT:</b>	"EVENT" shall mean each and every occurrence or a series of occurrences consequent upon or attributable to one source or original cause for which indemnity is provided by this Policy.
<b>EXCESS:</b>	"EXCESS" shall mean the total amount payable by the INSURED in respect of all indemnifiable DAMAGE costs and expenses arising out of any claim before the Insurers shall be liable to make any payment.
<b>INSURED:</b>	"INSURED" shall be as stated in the Policy Schedule and includes any director or employee of the INSURED
<b>LIMIT OF INDEMNITY:</b>	"LIMIT OF INDEMNITY" shall mean the maximum sum or sums payable by Insurers for each EVENT
<b>PROPERTY INSURED:</b>	"PROPERTY INSURED" shall mean demolition works permanent and TEMPORARY WORKS and/or materials for incorporation therein the site itself and the geotechnical properties thereof and other property used or for use in connection with the Insured Operations the INSURED's own or that for which the INSURED is responsible under agreement or otherwise or has by the time that DAMAGE is apparent become so responsible.
<b>TEMPORARY WORKS:</b>	"TEMPORARY WORKS" shall mean all things erected or constructed for the purpose of making possible the erection or installation of the permanent works and which it is intended shall not pass to the ownership of the Principal.
<b>TUNNEL WORKS:</b>	"TUNNEL WORKS" shall mean works intended to create any subterranean passage, cavern or tunnel howsoever constructed. This definition shall however not apply to; foundation works nor basement levels for or of above ground surface structures.

Except as hereinafter excluded the Insurers will pay to or indemnify the INSURED under this Policy against DAMAGE to the PROPERTY INSURED howsoever caused occurring during the PERIOD OF INSURANCE.

## **EXCLUSIONS**

The Insurers shall not be liable under this Policy in respect of:

### **1. Design, Workmanship, Materials**

all costs rendered necessary by defects of material workmanship design plan or specification and should DAMAGE occur to any portion of the PROPERTY INSURED containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the PROPERTY INSURED had been put in hand immediately prior to the said DAMAGE.

For the purpose of this Policy and not merely this exception it is understood and agreed that any portion of the PROPERTY INSURED shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification.

### **2. Inventory**

loss of any of the PROPERTY INSURED by theft or disappearance when the loss is revealed only in the course of any routine inventory undertaken other than following known loss of property

### **3. Money**

loss of cash and/or bank notes, treasury notes, money orders, cheques, postal orders, postage stamps or securities, deeds, bonds, bills of exchange or promissory notes

### **4. Penalties**

penalties and/or consequential pecuniary loss except as more specifically insured herein

### **5. Wear and Tear**

the cost of rectification or making good normal wear and tear, wasting, wearing away or wearing out, gradual deterioration, rust, oxidation, corrosion or erosion but this Exclusion shall be limited to the PROPERTY INSURED immediately affected and shall not apply to consequent DAMAGE to other PROPERTY INSURED

### **6. Normal Upkeep**

the cost of normal upkeep and normal making good

### **7. Contractors Plant, Tools and Temporary Buildings**

DAMAGE to:

- a) Constructional plant, tools, equipment, temporary buildings and contents belonging to or the responsibility of Contractors or Sub-Contractors.
- b) Contractors or Sub-Contractors employees personal effects and tools.

### **8. Ocean Transit**

any ocean marine transit. This exclusion shall however not apply to transits by roll-on roll-off ferry within the Territorial Limits.

### **9. War**

any consequences whether direct or indirect of war, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**10. Nuclear**

- a) DAMAGE to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) any legal liability of whatsoever nature 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) nuclear weapons materials.

**11. Excess**

The amount specified in the Policy Schedule as the EXCESS

**12. Contract Value**

This insurance does not apply to any CONTRACT where at the time of tender the estimated value exceeds AUD 50,000,000 and/or the value of any works in, on, over or under water or TUNNEL WORKS exceeds AUD 5,000,000.

## **MEMORANDA**

Subject otherwise to the terms and conditions of this Policy the insurance is extended as provided hereunder and all or any monies payable under each of the Memoranda shall be payable by the Insurers in addition to the LIMIT OF INDEMNITY.

### **1. Defects Liability**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended for the maintenance period specified hereunder to cover loss or damage to the contract works caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract, occurring during the maintenance period provided such loss or damage was caused on the site during the erection period before the certificate of completion for the lost or damaged section was issued.

Maintenance period: up to 24 months per project.

### **2. Professional Fees**

The Insurers will pay any professional fees necessarily and reasonably incurred in the reinstatement of the PROPERTY INSURED. However, no sums will be payable by the Insurers to the INSURED for the preparation and submission of any claim.

Provided that the maximum sum payable by Insurers under this Memorandum shall not exceed AUD 5,000,000 for any one EVENT.

### **3. Extra Charges**

The Insurers will pay any amount expended by way of extra charges for overtime night work on public holidays, express freight and the like, necessarily incurred by the INSURED in the reinstatement replacement or repair of the PROPERTY INSURED suffering DAMAGE by any cause insured under this Section provided that completion of the contract is not thereby accomplished at an earlier date than if no DAMAGE had occurred.

Provided always that the amount payable under this Memorandum shall not exceed 150 per cent of normal costs and be limited to AUD 5,000,000 any one EVENT.

### **4. Concealed Damage**

In the event of DAMAGE to the PROPERTY INSURED being discovered after the risk has terminated under any Marine or Transit Policy of Insurance and after proper investigation it is not possible to ascertain whether the cause of such DAMAGE happened prior to termination of such Marine or Transit Insurance it is understood and agreed that the Insurers hereon shall indemnify the INSURED in accordance with the terms of this Policy provided that

- a) upon delivery to site or place of temporary storage such PROPERTY INSURED shall be externally inspected for DAMAGE.
- b) such indemnity shall not exceed 50% of the properly adjusted claim such payment to be without prejudice to any subsequent final claim apportionment which may be mutually agreed between the respective Insurers.

Application of the relevant EXCESS as stated in the Policy Schedule shall be applied in like fashion to the indemnity provided.

### **5. Automatic Reinstatement**

It is understood and agreed that in respect of any claim under this Section, the LIMIT OF INDEMNITY shall not be reduced and additional premium shall only be payable to the Insurers to



reinstate such LIMIT OF INDEMNITY in the event that any single claim under this Section exceeds AUD 2,000,000. Such additional premium to be agreed.

## **6. Re-writing or Re-drawing of Plans or Other Documents**

The Insurers will pay the costs necessarily and reasonably incurred in re-writing or re-creating plans drawings calculations or any other documents or data suffering DAMAGE wherever such DAMAGE shall occur but not for the value of the information contained therein.

Provided always that the amount payable under this Memorandum shall be limited to AUD 1,000,000 any one EVENT

## **7. Debris Removal**

The Insurers will pay the costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up propping and fencing off
- d) repairing or cleaning drains sewers service mains and the like and/or dewatering
- e) temporary boarding up of windows following breakage of glass

following loss of or damage to the contract works for which the Insured is indemnified by Section 1, provided that the amount payable shall not exceed AUD5,000,000

## **8. Loss Mitigation Measures**

It is agreed that in the event of actual or imminent DAMAGE to the PROPERTY INSURED the Insurers will pay the reasonable costs of emergency action in order to minimise or prevent DAMAGE to the PROPERTY INSURED.

Provided always that;

- a) Insurers shall not be expected to pay any amount in excess of that which they would reasonably have been expected to pay in settlement of actual DAMAGE had such measures not have been taken.
- b) the maximum sum payable by Insurers under this Memorandum shall not exceed AUD5,000,000 for any one EVENT or such higher amount as Insurers may approve

## **9. Automatic Increase**

If at any time during the Period of Insurance either the value of any contract insured hereunder or the reinstatement value of any completed permanent works shall be expected to exceed the original estimated price then the LIMIT OF INDEMNITY shall be deemed to be increased proportionally to a figure not exceeding in all 115 per cent of the LIMIT OF INDEMNITY detailed in the Schedule.

## **10. Munitions Clause**

Notwithstanding Exclusion 9 to the contrary, the indemnity granted by this Policy extends to indemnify the INSURED against DAMAGE from or occasioned by the detonation or explosion of munitions of war in or about the vicinity of the PROPERTY INSURED. Provided that the presence of such munitions does not result from a state of war current at the time of such DAMAGE.

## 11. Plot Ratio Index

In the event of DAMAGE to the PROPERTY INSURED and as a result of the exercise of statutory powers and/or authority by any government department local government or other statutory authority the replacement of the PROPERTY INSURED as before is prohibited or is only permissible subject to a reduced floor space ratio index and/or the payment of certain fees and contributions as a prerequisite of replacement then insurers will in addition to the LIMIT OF INDEMNITY pay;

- a) the difference between the actual cost of reinstatement incurred in accordance with the reduced floor space ratio index and the cost of reinstatement which would have been incurred had the reduced floor space index not been applicable
- b) the amount of any fees contributions or other impost payable to any government department local government or other statutory authority where such fees contribution or impost is a condition precedent to consent being given to the reinstatement of the PROPERTY INSURED
- c) the amount of any additional costs and/or expenses incurred by the INSURED as a result of alterations or specifications to the PROPERTY INSURED brought about by the reduced floor space ratio index.

Provided that the liability of the Insurers under this extension in respect of any one EVENT shall not exceed AUD 5,000,000.

## 12. Public Authorities Clause

The indemnity under this Policy extends to include such additional cost of reinstatement of any DAMAGE to PROPERTY INSURED as may be incurred solely by reason of the necessity to comply with or in pursuance of applicable government acts or regulations or directives and/or requirements of any health and safety legislation or regulatory authorities local authorities by laws and the like. This memorandum shall not include the cost incurred in complying with any of the above

- a)
  - i) in respect of DAMAGE not insured by this Policy under which notice has been served on the INSURED prior to the DAMAGE
  - ii) in respect of undamaged PROPERTY INSURED other than foundations.
- b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the PROPERTY INSURED by reason of compliance with any of the above.

The work of reinstatement must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site subject to the liability of Insurers under this Memorandum not being increased thereby.

## 13. Multiple Insured Clause

- a) It is noted and agreed that if the INSURED described in the schedule comprises more than one INSURED party each operating as a separate and distinct entity then (save as provided in this Multiple Insureds Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such INSURED party provided that the total liability of the Insurers to all of the INSURED parties collectively shall not exceed the LIMIT OF INDEMNITY including any inner limits set by memorandum or endorsements stated in the policy.
- b) It is understood and agreed that any payment or payments by Insurers to any one or more such INSURED parties shall reduce to the extent of that payment Insurers liability to all such parties arising from any one EVENT giving rise to a claim under this policy and (if applicable) in the aggregate.

- c) It is further understood and agreed that insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the INSURED parties in circumstances of fraud, misrepresentation, material non-disclosure or breach of any warranty or condition of this policy committed by that INSURED party each referred to in this clause as a Vitiating Act.
- d) It is however agreed that (save as provided in this Multiple Insured's Clause) a Vitiating Act committed by one INSURED party shall not prejudice the right to indemnity of any other INSURED party who has an insurable interest and who has not committed a Vitiating Act.
- e) Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any INSURED party except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act in which circumstances Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an INSURED.

#### **14. Increased (or additional) Cost of Working**

The Insurers will indemnify the INSURED in respect of additional costs necessarily and reasonably incurred for the sole purpose of preventing or minimising the interruption of or the interference with the carrying out of the CONTRACT in the event of DAMAGE to any of the PROPERTY INSURED for which liability has been admitted under this Policy or would have been admitted but for the application of the EXCESS.

Provided that the liability of the Insurers under this Memorandum in respect of each EVENT shall not exceed AUD 1,000,000.

This extension does not include any amount

- a) which would have been incurred irrespective of whether the loss or DAMAGE had occurred
- b) solely to expedite the completion of the CONTRACT or any part thereof at an earlier date than would have been attained had the said loss or DAMAGE not occurred
- c) incurred in redesigning altering adding to or improving permanent and TEMPORARY WORKS or rectification of defects or faults or elimination of any deficiencies carried out after the occurrence or any increase in costs as a result of such redesigning alteration addition or improvement
- d) resulting from any delay due to the inability of the INSURED to provide sufficient funds for the repair or replacement of DAMAGE to the permanent or TEMPORARY WORKS . This proviso does not apply where such delay is due to the failure of the Insurers to provide any sum or sums due to the INSURED by reason of their obligations to indemnify the INSURED promptly under this Policy
- e) in respect of any constructional plant and equipment and labour idle time costs
- f) arising from or in respect of any other consequential losses not specifically provided for in the Policy
- g) incurred which is specified elsewhere in the Policy

#### **15. Additional Costs of Constructing Incomplete or Un-built Works**

The Insurers shall indemnify the INSURED in the event of delay in completion of the Insured Operations or any part thereof due solely to DAMAGE to the permanent works or TEMPORARY WORKS for which liability has been admitted under this Policy (or would have been admitted but for the application of the EXCESS)

Provided that such additional amount shall solely relate to the effect of inflation on the cost of materials usage of plant and labour and the liability of the Insurers under this Memorandum in respect of any one EVENT shall not exceed AUD 5,000,000.

This Memorandum does not include any amount

- a) which would have been incurred irrespective of whether DAMAGE had occurred

- b) solely to expedite the completion of the Insured Operations or any part thereof at an earlier date than would have been attained had the said DAMAGE not occurred
- c) incurred in redesigning altering adding to or improving the permanent works and/or TEMPORARY WORKS or rectification of defects or faults or elimination of any deficiencies carried out after the EVENT of DAMAGE or any increase in costs as a result of such redesigning alteration addition or improvement.
- d) resulting from any delay due to the inability of the INSURED to provide sufficient funds for the repair or replacement of the permanent works or TEMPORARY WORKS suffering DAMAGE. This proviso does not apply where such delay is due to the failure of the Insurers to provide any sum or sums due to the INSURED promptly under this Policy
- e) in respect of any idle time costs incurred in respect of constructional plant and labour
- f) arising from or in respect of any other consequential losses not specifically provided for in the Policy
- g) incurred which is specifically insured elsewhere in the Policy.

## **CLAIMS CONDITIONS**

### **1. Claims Procedure**

Upon the discovery of an EVENT giving rise or which may give rise to a claim under this Policy the INSURED shall;

- a) as soon as reasonably practical give notice thereof to Insurers and supply full particulars thereof in writing.
- b) in the event of PROPERTY INSURED being stolen or lost or maliciously damaged inform the police and take all reasonably practicable steps to recover property lost and to discover the person or persons responsible for such DAMAGE
- c) not admit liability for or conclude the settlement of any claims without the written consent of Insurers. Where any claim is reasonably expected to exceed the EXCESS relevant thereto (if any) then the Insurers shall be entitled to conduct in the name of the INSURED the defence or settlement of such claim or to pursue for their own benefit and at their own expense any claim for indemnity or damages or otherwise against parties other than the INSURED and shall have full discretion in the conduct of any proceedings and in the settlement of claim and the INSURED shall at the expense of the Insurers give all such information and assistance as Insurers may reasonably require. Choice of Counsel is to be agreed between the INSURED and the Insurers.

The INSURED shall not in any case be entitled to abandon any property to the Insurers

'Notice' as specified above should be given by the Insured through:-  
Crawford and Company or as may be otherwise advised.

### **2. 72 Hour Loss Period**

Any DAMAGE to the PROPERTY INSURED arising during any one period of 72 hours caused by storm, tempest, flood, water or bushfire shall be deemed to be one EVENT.

The INSURED shall select the time from which any such period shall commence but no two selected periods shall overlap.

### **3. Application of EXCESS**

It is agreed that;

- a) all claims arising from one EVENT shall be adjusted as one claim and from the amount of such adjusted claim there shall be deducted the appropriate EXCESS specified in the Policy Schedule.
- b) Where the EVENT affects the property of more than one of the INSURED the EXCESS specified in the Policy Schedule deducted from the claim settlement shall be apportioned between the interested parties in proportion to the total amount of their losses insured by this Policy.

In all circumstances where an EVENT gives rise to more than one EXCESS the total EXCESS for the EVENT shall be the greatest applicable EXCESS.

### **4. Payment on Account**

Where an indemnifiable EVENT under this Policy is expected to exceed AUD100,000 for which Insurers are liable under this Policy the INSURED shall be entitled to receive such cash payments on account from time to time as the repair reinstatement or replacement progresses as are reasonable having regard to normal contracting practice and the likely quantum of the final settlement of such claim or claims.

## **GENERAL CONDITIONS**

### **1. Unity of Policy**

This Policy and the Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of the Policy or of the Policy Schedule shall bear such specific meaning wherever it may appear.

### **2. Due Observance of Policy Terms**

The due observance and fulfilment of the terms, conditions and limitations of this Policy as far as they relate to anything to be done or complied with by the INSURED shall be conditions precedent to any liability of the Insurers to make any payment under this Policy.

### **3. Material Change**

The INSURED shall as soon as reasonably practicable notify the Insurers of any material alteration or the discovery of any material fact which increases the risk of DAMAGE to the PROPERTY INSURED.

### **4. Primary Insurance**

It is expressly understood and agreed that this Policy provides primary cover for the INSURED and that in the event of DAMAGE covered by this Policy which is also covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the INSURED the Insurers will indemnify the INSURED as if such other policy or policies of insurance were not in force and the Insurers waive their rights of recourse if any against the Insurers of such other policy or policies of insurance, other than claims where Memoranda 4 may apply.

### **5. Reasonable Precautions**

The INSURED shall take all reasonable precautions to safeguard the PROPERTY INSURED and to prevent DAMAGE and where empowered shall also afford reasonable facilities for Insurers representatives to examine any of the PROPERTY INSURED.

### **6. Premium Adjustment**

The Deposit Premium charged in respect of this Policy is provisional and based upon the estimated annual capital expenditure of the Insured Operations during the Period of Insurance

As soon as reasonably practicable after expiry of this Policy the Principal INSURED shall declare to the Insurers the actual annual capital expenditure of the Insured Operations, and the Deposit Premium will be adjusted accordingly any difference being paid to the Insurers or repaid to the Principal INSURED as the case may be.

### **7. Insurer's Rights and Remedies**

The INSURED shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any DAMAGE under this Policy whether such acts or things shall be or become necessary or required before or after the indemnification of the Insured by the Insurers. The INSURED shall not in any case be entitled to abandon any property to the Insurers. The INSURED shall not accept any settlement or arrangement in respect of any DAMAGE nor incur any expense in making good any DAMAGE without the consent of Insurers. Any waiver of rights shall be at the expense of the Insured.

## **8. Applicable Law**

This Policy shall be exclusively governed by and construed in accordance with the Law of Australia and in the event of any dispute arising under this Policy such dispute shall be determined in accordance with such Law and the jurisdiction of Australian Courts shall prevail.

## **9. Service of Suit (Australia)**

If any difference shall arise under out of or in connection with or in relation to this Policy or to its existence validity or termination or to the determination of any amount payable under this Policy at the request of the INSURED such difference shall be referred to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practices applicable in such Court.

Any summons notice or process to be served upon Insurers may be served upon;

McMahons National Lawyers  
Level 3  
130 Elizabeth Street  
Sydney  
NSW  
Australia

## **GENERAL EXCLUSIONS**

### **1. Radioactive Contamination – CL370**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- v) any chemical, biological, bio-chemical or electromagnetic weapon.

### **2. Sanctions Limitation Exclusion Clause – LMA 3100**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **3. Cyber Exclusion – LMA 5401**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- a) Cyber Loss;
- b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### **Definitions**

- a) Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- b) Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- c) Cyber Incident means:
  - i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- d) Computer System means:
  - i) any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,
  - ii) owned or operated by the Insured or any other party.
- e) Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### **4. Communicable Disease Exclusion – LMA 5397**

- a) Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:



- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property