



SHIELDED
INSURANCE BROKERS

RIDESHARE PUBLIC LIABILITY
PUBLIC AND PRODUCTS LIABILITY



POLICY ISSUED BY:



HIGH STREET
UNDERWRITING AGENCY

Table of Contents

Helpful Information.....	3
Disclosures and misrepresentations	5
General Definitions	6
Public and Products Liability	8
INSURING CLAUSE	8
SUPPLEMENTARY PAYMENTS CLAUSE	8
LIMITS OF LIABILITY CLAUSE.....	8
Exclusions applicable to Public and Products Liability	9
Our Claims Commitment to You.....	12
Claims Conditions	12
Conditions applicable to Public and Products Liability.....	13

Rideshare Public Liability Policy

Thank you for choosing Shielded Insurance Brokers for your insurance cover. This **Policy** is designed for rideshare operators and drivers domiciled and operating in Australia.

Rideshareliability.com.au is operated by Shielded Insurance Brokers.

Please take a moment to check if this **Policy** is right for you. If you have any questions about the cover or our service please get in contact.

About Shielded

Shielded Insurance Brokers is a leading insurance broker specialising in the rideshare industry. We assist rideshare drivers across Australia. At Shielded we will assist you with any questions you have regarding cover, management of your Policy and assist you with the claims process. Shielded Insurance Brokers is an Authorised Representative of NAS Insurance Brokers (ABN 60 096 916 184) AFS Licence No. 233750.

www.shieldedinsurance.com.au

About High Street Underwriting Agency

High Street Underwriting Agency Pty Limited A.C.N 096 939 169 AFS Licence 244370 (High Street) is a member of the Underwriting Agencies Council (UAC). High Street is an authorised Coverholder of Certain Underwriters at Lloyd's and is licenced to wholesale insurance in Australia.

In effecting this Contract of Insurance, any cover is accepted by High Street acting under an authority given by the subscribing Underwriters and High Street is acting as Agent of the **Insurers** and not the Agent of you, the **Insured**.

About Certain Underwriters at Lloyd's

Security is provided by Certain Underwriters at Lloyd's. Lloyd's currently enjoys an A+ rating from Standard & Poor's, AA- from Fitch and A from A.M. Best. These ratings are independent opinions of Lloyd's financial strength and ability to meet its ongoing insurance **Policy** and contract obligations.

Helpful Information

Policy Interpretation

- Words in the singular shall include the plural and vice versa.
- Words importing the masculine will import the feminine and the neuter.
- References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity.
- References to a statute will be construed to include all amending or replacement acts, statutory orders and regulations.
- Throughout this **Policy** bold words in blue are defined words and have a specific meaning.
- All terms and conditions of this insurance apply throughout the **Period of Insurance**.
- All titles, headings and Helpful Information in this **Policy** do not form part of the terms and conditions and are for reference purposes only.

The contract of insurance

This **Policy** is a legal contract of insurance between **You** (the **Insured** as named in the **Policy Schedule**) and **Us** (the **Insurer** as defined in this **Policy**). **Our** acceptance of the risk is based upon the information **You** provided before the start of the **Policy** and at subsequent stages in respect of mid-term changes and renewal, and that the information **You** have given **Us** is in good faith, accurate and correct. **We** provide this insurance in return for the premium **You** have paid or have agreed to pay.

You will have received a **Policy** Schedule. The **Policy** Schedule sets out the specific terms applicable to your cover and should be read together with the **Policy** Wording. The **Policy** Wording and **Policy** Schedule, together with any **endorsements**, form your legal contract, so please keep them in a safe place for future reference.

You should check the **Policy** Schedule or Renewal Schedule when you receive it to ensure it accurately states what has been Insured. The information collected from you (whether it be from online or in hard copy) including proposal forms, supplementary documentation and declarations made by you are the basis and form part of this contract of insurance.

In effecting this Contract of Insurance, any cover is accepted by High Street acting under an authority given by the subscribing **insurer** and High Street is acting as Agent of the **Insurer** and not the Agent of you, the **Insured**.

Binding Underwriter – High Street Underwriting Pty Limited

We (the **Insurer**) have given written authority to High Street Underwriting Pty Limited (High Street) to underwrite **Your** insurance on **Our** behalf.

The reference number for High Street Underwriting Pty Limited's Delegated Authority is the Unique Market Reference number as stated in the **Policy Schedule**.

High Street Underwriting Agency Pty Limited
PO Box 7174
Brendale QLD 4500

Tel: 1800 096 829

Important

The Binding Underwriter is responsible for the underwriting, acceptance of premiums and day to day administration of **Your contract of insurance on behalf of subscribing **Insurers** as listed under **Insurer**.**

Enquiries

If **You** have any questions or enquiries or do not understand anything in relation to this **Policy**, please contact Shielded or **Our Binding Underwriter**.

General Insurance Code of Practice

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. We proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

Complaints or Disputes

Any enquiry or complaint relating to a **Policy** of insurance or a breach of privacy in relation to a **Policy** of insurance should be addressed to High Street in the first instance.

In the unlikely event that this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should proceed in one of the following two ways:-

a) If the complaint relates to a **Policy** covered by the Terms of Reference of the Financial Ombudsman Service, then you should direct your enquiry or complaint to:

Lloyd's Underwriters General Representative Australia
Level 9
1 O'Connell Street
Sydney NSW 2000
Telephone (02)8298 0700
Fax (02) 8298 0788
Email: ldraustralia@lloyds.com

Lloyd's General Representative in Australia is empowered to deal with such disputes and will review them under their Internal Disputes Resolution process. If your complaint concerns an insurance agent, assessor, investigator or adjuster, but relates to a Lloyd's **Policy**, it can still be dealt with under this process.

b) If the complaint relates to a **Policy** outside the Terms of Reference of the Financial Ombudsman Service, you should write to the Lloyd's General Representative in Australia who will refer your dispute to the Complaints Department at Lloyd's.

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

Financial Ombudsman Service

The Financial Ombudsman Service is an independent body which operates nationally in Australia and aims to resolve complaints between Policy holders and their **Insurers** in respect of most domestic and some small business general insurance risks as defined by the Financial Ombudsman Service.

Disputes falling within the Financial Ombudsman Service Terms of Reference can be reviewed by the Financial Ombudsman Service if they remain unresolved to the Policyholders' satisfaction after the process described above. Disputes must be referred to Financial Ombudsman Service within 2 years of the **Insurer's** written decision

The Financial Ombudsman Service Australia can be contacted at:

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3001

Email: info@fos.org.au

Telephone: 1800 367 287 (free call) - www.fos.org.au

Disclosures and misrepresentations

The Insured's duty of disclosure

(1) Subject to the Insurance Contracts Act 1984, an **Insured** has a duty to disclose to the **Insurers**, before the relevant contract of insurance is entered into, every matter that is known to the **Insured**, being a matter that:

- (a) the **Insured** knows to be a matter relevant to the decision of the **Insurers** whether to accept the risk and, if, on what terms; or
- (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.

(2) The duty of disclosure does not require the disclosure of a matter: (a) that

diminishes the risk;

(b) that is of common knowledge;

(c) that the **Insurers** knows or in the ordinary course of the **Insurer's** business as an **Insurers** ought to know; or

(d) as to which compliance with the duty of disclosure is waived by the **Insurers**.

(3) Where a person:

(a) failed to answer; or

(b) gave an obviously incomplete or irrelevant answer to a question included in a proposal form about a matter, the **Insurers** shall be deemed to have waived compliance with the duty of disclosure in relation to the matter.

Insurers to inform of duty of disclosure

(1) The **Insurers** shall; before a contract of insurance is entered into, clearly inform the **Insured** in writing of the general nature and effect of the duty of disclosure and, if section 21A applies to the contract, also clearly inform the **Insured** in writing of the general nature and effect of section 21A.

(2) If the regulations prescribe a form of writing to be used for informing an **Insured** of the matters referred to in subsection (1), the writing to be used may be in accordance with the form so prescribed.

(3) An **Insurers** who has not complied with subsection (1) may not exercise a right in respect of a failure to comply with the duty of disclosure unless that failure was fraudulent.

Contracts of general insurance

Your duty of disclosure

Before you enter into a contract of general insurance with an **Insurer**, you have a duty, under the Insurance Contracts Act 1984, to disclose to the **Insurer** every matter that you know, or could reasonably be expected to know, is relevant to the **Insurer's** decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the **Insurer** before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

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

Non disclosure

If you fail to comply with your duty of disclosure, the **Insurer** may be entitled to reduce his liability under the contract in respect of a **Claim** or may cancel the contract.

If your non-disclosure is fraudulent, the **Insurer** may also have the option of avoiding the contract from its beginning.

Policy Cancellation

Should **You** decide to cancel the **Policy** **You** can do so at any time by writing to **Your** insurance adviser or **Our Binding Underwriter**. However, if **You** make a **Claim** or if **We** are notified of circumstances which may give rise to a **Claim** a refund of premium may not be given.

In the event of cancellation by either party, we may retain pro-rata premium for the time on risk.. When the premium is subject to adjustment, cancellation by either party will not affect your obligation to supply such information as we may reasonably require for the adjustment of the premium. Neither will cancellation affect your obligation to pay the amount of the adjustment, as applied to the pro-rata premium.

Your Cancellation Rights

You may cancel this **Policy**, on behalf of all other persons or entities falling within the definition of **Insured** or otherwise entitled to the benefit of the insurance, at any time by giving immediate written notice to High Street Underwriting Agency Pty Limited, which shall receive it on our behalf.

Our Cancellation Rights

We may cancel this **Policy** by giving three business days' notice in writing to you in any of the circumstances permitted by *Section 60 of the Insurance Contracts Act 1984 (Cth)*.

General Definitions

The following definitions apply to the **Policy** and shall keep the same meaning wherever they appear.

Aggregate

Is the maximum amount **We** shall pay in any one **Period of Insurance**.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos including any **Product** containing any asbestos fibres or derivatives.

Business

Ride Share Driver(s).

Claim

the positive assertion by another person or organisation of a legal entitlement to **compensatory damages** from an **Insured**, addressed in writing to the **Insured** and expressed in terms which indicate an intention to pursue it.

Commencement Date

The date specified in the **Schedule** as the first calendar day of the **Period of Insurance**

Compensatory Damages

civil damages, other than punitive, exemplary or aggravated damages, fines or penalties, which an **Insured** may become liable to pay or may with the **Insurers'** consent agree to pay, to a claimant in connection with a claim, and includes all charges, expenses and legal costs of the claimant for which the **Insured** may also become liable or may so agree to pay.

Employee

Any person employed under a contract of service, by any of the entities defined as **Insured**, and includes persons deemed by Common Law, or by the operation of any Statute, ordinance or regulation, to have been so employed.

Endorsement

A written attachment forming part of the **Policy** noting any changes in the **Policy**.

Expiry Date

The last calendar day of the **Period of Insurance**

Insured

"The **Insured**" includes:

- (a) the Named **Insured** stated in the Schedule together with all Related Entities as defined in the *Corporations Act 2001 (Cth)*;
- (b) any Director, Officer or **employee** of any entity described in clause (a) above, or their personal representative, but only while acting within the scope of their duties in that capacity;
- (c) any Principal of the Named **Insured** or a Related Entity, but only in respect of liabilities arising out of the performance by the **Insured** or Related Entity of work for such Principal, and then only to the extent required by the relevant contract.

Insurer

Certain Underwriters at Lloyd's.

Limit of Liability and Sub-Limit of Liability

The amounts specified as such in the **Schedule**, where applicable.

Medical Persons

Medical persons means

- (a) registered nurses and first aid attendants, legally qualified as such in Australia; and
- (b) medical practitioners and dentists, not in the employ of the **Insured**, who are legally qualified as such in Australia.

Occurrence

An event, including continuous or repeated exposure to the same or similar conditions, which causes **Personal Injury** or **Property Damage** neither expected nor intended from the **Insured's** standpoint.

Period of Insurance

The period during which the cover provided by this **Policy** is in force, beginning at 4.00 pm on the **Commencement Date** and concluding at 4.00 pm on the **Expiry Date**.

Personal Injury means

- (a) bodily Injury, sickness, disease or disability, including resultant death;
- (b) false arrest or false imprisonment, wrongful detention or wrongful eviction, malicious prosecution or humiliation;
- (c) malicious falsehood, defamation or breach of the right to privacy; or
- (d) trespass to the person, assault or battery, not committed by or at the **Insured's** direction unless for the purpose of preventing or eliminating imminent or present danger to persons or property.

Policy

The contract of insurance between the Named **Insured** and the **Insurers**, as embodied in the Proposal, the Schedule, this **Policy** text and all **Endorsements** and Memoranda attached to and agreed to form part of it, but does not include any Statutory Notices required to be provided in connection with it or any legislative provisions to which its operation may be subject.

Pollution

Discharge, dispersal, release or escape of smoke, vapour, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or any other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

Property in Custody & Control

Property Damage to property in the physical or legal control of the **Insured** to the amount stated in the **Schedule** any one occurrence and in the aggregate during any **Period of Insurance**.

Subject otherwise to the Policy Terms Conditions Limitations and Exclusions.

Property Damage

Physical injury to or destruction of tangible property, including the resultant loss of use of that damaged or destroyed property.

Schedule

Attaching to the **Policy** which incorporates **Your** details and the scope of the **Policy** coverage.

Subrogation

We are entitled to in **Your** name:

- a) take the benefit of **Your** rights against another person prior to or after **We** have paid a **claim**;
- b) take over the defence or settlement of a **Claim** against **You** by another person.

Supplementary Payments

All charges, expenses and legal costs, incurred by the **Insurers** or by the **Insured** with the written consent of the **Insurers**, in connection with the investigation, defence or settlement of Claims

Territorial Limits

Australia

Vehicle

Any form of mobile, mechanically-powered conveyance which may be used for the transportation of goods or persons by land, sea, air or under the ground. It includes all such machines which are intended wholly or partially for recreational purposes, but does not include any plant or equipment while it is being used as such.

We/Us/Our/Insurer

Certain Underwriters at Lloyd's.

You/Your/Yourself/Insured

As named in the **Schedule**.

Public and Products Liability

INSURING CLAUSE

We will pay to or on behalf of you up to the applicable Limit of Liability all sums which you shall incur a civil liability to pay by way of **Compensatory Damages** by reason of any **Claim** for **Personal Injury** or **Property Damage** which happen during the **Period of Insurance** within the **Territorial Limits**, where such **Personal Injury** or **Property Damage** is alleged to have been caused by an **Occurrence** in connection with your **Business**.

SUPPLEMENTARY PAYMENTS CLAUSE

In addition, with respect only to Claims falling within the indemnity provided by the Indemnity Clause, we will also make Supplementary Payments as provided by this Supplementary Payments Clause.

Should your established or agreed liability for **Compensatory Damages** exceed the applicable **Limit of Liability** stated in the **Schedule**, we will only pay that percentage of Supplementary Payments which that **Limit of Liability** bears to the amount of liability for **Compensatory Damages**.

Under no circumstances will the total of Supplementary Payments exceed an amount equal to 50% of the applicable **Limit of Liability**.

LIMITS OF LIABILITY CLAUSE

The limits of our liability in respect of all Claims directly or indirectly arising out of or in connection with any one **Occurrence** shall not exceed the **Limit of Liability** stated in the Schedule. All **Occurrences** directly or indirectly arising out of or in connection with one source or original cause shall be treated as one **Occurrence**, for all purposes relating to this **Policy**.

The limit of our total **aggregate** liability in respect of all Claims made upon the **Insured** during the **Period of Insurance** and arising directly or indirectly out of or in connection with **Occurrences** involving your **Products** shall not exceed the designated **Sub-Limit of Liability** stated in the Schedule.

The **Insurers'** total **aggregate** liability in respect of all Claims made upon you during the **Period of Insurance** and arising directly or indirectly out of or in connection with **Occurrences** involving **Pollution**, shall not exceed the designated **Sub-Limit of Liability** stated in the Schedule.

Exclusions applicable to Public and Products Liability

This insurance does not apply to:

1. Any liability which an **Insured** may incur, whether under the provisions of any Worker's Compensation legislation, industrial award, agreement or determination or otherwise, toward any **Employee** of that **Insured** for **Personal Injury** suffered by that **Employee**.
2. **Property Damage** to:
 - (a) property owned, leased or hired by the **Insured**, except for leased premises where the damage is caused by fire, explosion, water leakage or Vehicle impact;
 - (b) property in the **Insured's** physical or legal control, except for property of the **Insured's Employees**, or Vehicles which are not used by or on the **Insured's** behalf but which are damaged whilst in the **Insured's** car park, provided that the **Insured's Business** does not include ownership or operation of a car park for reward.
 - (c) the **Insured's Products**, if such damage is attributable to any defect or deficiency in those **Products** or their harmful nature or unsuitability.
3. Any **Claim** for performance of the Insured's obligations under any contract, including an agreement to indemnify any other person or organisation against a loss or liability, or for damages for the **Insured's** failure to perform such an obligation. This includes but is not limited to contractual obligations toward others arising out of or involving injuries to the **Insured's Employees**. This Exclusion, however, shall not apply to statutory warranties, or to any liability for **Personal Injury** or **Property Damage** which would nevertheless have been imposed upon the **Insured** even in the absence of such a contractual obligation.
4. Damages claimed for the withdrawal, recall, inspection, repair, replacement or loss of use of the **Insured's Products**, or of any property of which such **Products** form a part, if such **Products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.
5. Vehicles
Personal Injury or **Property Damage** arising out of the ownership, maintenance, possession or use by an **Insured** of any Vehicle:
 - (a) which is registered, or which is required to be registered: or
 - (b) in respect of which insurance is required by virtue of any legislation;
 - (c) Which is otherwise **Insured** in respect of the same liability.

This exclusion shall not apply to **Personal Injury** or **Property Damage** arising from:

- (i) The delivery or collection of goods to or from any **Vehicle** where such **Personal Injury** or **Property Damage** occurs beyond the limits of any road, carriageway or thoroughfare
 - (ii) The loading or unloading of any **Vehicle**.
6. Any liability arising out of or in connection with the provision of, failure to provide or any error or omission in connection with, professional advice or services, including but not limited to plans, designs,

specifications, recommendations or instructions and irrespective of whether or not a fee is charged for the advice or service, on the part of any **Insured**.

This exclusion, however, shall not apply to:

- (a) the rendering of or failure to render professional medical advice or assistance by **medical persons** employed by the **Insured** to provide first aid and/or other medical services on the **Insured's premises**;
 - (b) commercial representations or recommendations, manuals, standard operating directions or instructions for use, made or issued in connection with the **Insured's Products**; or
 - (c) error in design, formulation, specification or preparation of the **Insured's Products**.
7. Any liability, of whatever nature and however arising, directly or indirectly arising out of or in connection with **Pollution**, including but not limited to the prevention, clean up or containment of it, any **Personal Injury** or **Property Damage** caused by it and the remediation of any environment affected by it; provided, however, that this Exclusion shall not apply where the **Insured** has proved, that the discharge, dispersal, release or escape involved:
- (a) did not occur gradually over a period of time but suddenly, at an identifiable point in time; and
 - (b) was entirely unexpected, unintended and fortuitous from the standpoint of the **Insured**.
8. Any **Claim** made or prosecuted against an **Insured** in any court of any jurisdiction within the United States of America or Canada, their territories, protectorates or other dominions, including proceedings brought in any jurisdiction to enforce any judgment obtained in such a court.
9. Any liability for any legal liability or **Claim** directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or **Products** containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a claim.
10. Any **Claim** arising out of any defamatory publication or utterance or malicious falsehood:
- (a) made prior to the commencement of the **Period of Insurance**; or
 - (b) made at the **Insured's** direction with knowledge of its falsity or reckless disregard for its truth or falsity; or
 - (c) made in connection with advertising, broadcasting, telecasting or publishing activities conducted by or on the **Insured's** behalf.
11. Any Claims directly or indirectly arising out of or in connection with war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. This includes expropriation, seizure, confiscation, nationalisation, damage or destruction of the **Insured's Products** or of any other Property, by or under the order of any de facto or de jure government or authority.
12. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- (a) ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear component thereof.

13. Notwithstanding any provision to the contrary within this insurance or any **endorsement** thereto it is agreed that this insurance excludes loss, 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.

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 groups(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 also excludes loss, 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, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

14. Any Claims directly or indirectly caused by or arising from the ownership possession or operation by or on behalf of the **Insured** of any
- (a) airlines, aircraft, aerodromes, airports, and/or other aviation risks, spacecraft, launch sites and/or other space risks.
 - (b) hovercraft or watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length and then only whilst on inland waterways or up to 5 Kilometres offshore.
15. Any **Claim** associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability or **Claim** arises whether or not it is the proximate cause of the claim.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the **(Insured)** caused by:-

- (a) the response of a computer to any date or date change or;
- (b) the failure of a computer to respond to any date or date change or;
- (c) the loss of or denial of access to any data either your own or third party or;
- (d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- (e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic

16. Sexual abuse and molestation Exclusion

The **insurer** shall not provide indemnity under this insurance against liability caused by or arising from sexual abuse, molestation or impropriety of any kind.

17. **Excess**

For the first \$500 of each and every **Claim** in respect of **Damage** unless a different amount is stated in the **Schedule**.

Our Claims Commitment to You

We will, throughout the claims process;

- Act with honesty and integrity.
- Keep **You** informed of any significant developments regarding the status of **Your** claim.
- Inform **You** if **We** cannot deal with any part of **Your Claim** and provide a clear explanation of the reasons why.
- Provide **You** with the highest level of customer care at all times.

How to Report a Claim

Should **You** need to report or make a **Claim Your** first contact may be **Your** insurance adviser, **Our Binding Underwriter** or depending on the urgency of the situation direct to **Our** specialist claims handler whose details are below.

Triton Global
Level 4, 48 Hunter Street
Sydney
NSW 2000
Australia

Telephone: (02) 8235 4044

Email: DTW_AU@triton-global.com

It will be helpful when reporting a **Claim** if **You** are able to advise the **Policy** number and brief details of the claim.

What to do in the event of a Claim

Make the property safe, no prior approval is required. For example, where a window has been broken contact a glazier.

If possible provide photos of damaged or lost property, receipts, quotes or invoices.

You should not admit liability even if asked to do so by a third party.

You shall give **Us** or **Our** representative all necessary assistance.

All claims involving Malicious Damage and Theft must be reported to the Police within a reasonably practicable time and should request a crime reference number.

Complete any **Claim** form sent to **You**, as soon as possible.

Claims Conditions

1. The **Insured** must give written notice of every **Claim** or **Occurrence** out of which a **Claim** might reasonably be expected to arise, as soon as reasonably possible after the **Insured** itself becomes aware of that **Claim** or **Occurrence**.
2. The **Insured** shall not without the **Insurers'** consent in writing make any admission, offer, promise, payment or settlement in connection with any **Occurrence** or **Claim** and the **Insurers**, if they so desire, shall be entitled to take over and conduct on behalf of the **Insured** and in its name the investigation, defence, negotiation or settlement of any Claim, in such manner and upon such terms as they may consider appropriate.

3. The **Insured** shall use their best endeavours to preserve any property, Products, equipment or other evidence which might prove relevant, necessary or useful in connection with the investigation of any **Occurrence** or the negotiation, defence or settlement of any **Claim** and, so far as may be reasonably practicable, no alternation, disposal or repair shall be effected without the **Insurers'** consent, until the **Insurers** have had full opportunity to inspect and preserve any evidence.
4. The **Insurers** shall be subrogated to and shall be entitled to prosecute in the **Insured's** name, at their own expense and for their own benefit, any cause of action (including a **Claim** for contribution or indemnity) which the **Insured** may have against any other person or organisation, arising out of an **Occurrence** which has given rise to a **Claim** in respect of which indemnity for **Compensatory Damages** or a Supplementary Payment has been provided by the **Insurers** under this **Policy**. It is not a requirement of the pursuit of **Subrogation**, under this Condition, that actual payment first be made by the **Insurers**.

The **Insured** shall do nothing to restrict, compromise, prejudice or limit the **Insurers'** rights of **Subrogation** after an **Occurrence**. If the **Insured** does anything of the sort, including entering into any compromise or release of liability with any other party, the **Insurers** may adjust the indemnity for **Compensatory Damages** and any Supplementary Payments provided under this **Policy** by the monetary equivalent of the prejudice caused to them.

The **Insurers** shall have first right to the proceeds of any such recovery action but shall account to the **Insured** for any amount which they may recover, in excess of the total amount of indemnity for **Compensatory Damages** and Supplementary Payments paid under this **Policy**, after deduction of the **Insurers'** costs of recovery.

5. The **Insurers** shall have full discretion in the conduct of the investigation, defence, negotiation or settlement of any legal proceedings, in connection with any **Claim** or any **Subrogation** recovery, and the **Insured** shall provide all necessary information, cooperation and assistance as the **Insurers** may reasonably require in connection with any **Claim** or recovery. This shall be at the **Insured's** own expense, except that the **Insurers** shall promptly reimburse the **Insured** for any out of pocket expenses, other than remuneration, lost profits or opportunity costs, incurred in the provision of such information, cooperation or assistance.
6. In the event of an **Occurrence**, the **Insured** shall promptly take at its own expense all reasonable steps to prevent or to mitigate **Personal Injury** or **Property Damage**, arising from that **Occurrence** or similar **Occurrences**, and to reduce the likelihood of Claims. Under no circumstance shall the expense of complying with this condition be recoverable under this **Policy**.
7. In respect of all Claims directly or indirectly arising out of one source or original cause, the **Insurers** may at any time tender to the **Insured** the balance of the **Limit of Liability** in respect of those Claims, or such lesser amount as the persons making the Claims are willing to accept, at that time, in full and final settlement. The **Insurers** shall then be under no further liability under this **Policy** in respect of those Claims, except for:
 - (a) charges, expenses and legal costs which may subsequently be recoverable from the **Insured** only in respect of the period prior to the date on which the **Limit of Liability** was tendered; and
 - (b) charges, expenses and legal costs incurred by the **Insured**, with the **Insurers'** written consent, prior to that date.

Conditions applicable to Public and Products Liability

1. The **Insured** shall take all reasonable precautions to prevent **Personal Injury** and **Property Damage** from arising out of or in connection with its **Business**, and shall comply with and ensure that its **Employees**, contractors, agents and other representatives comply with all statutory obligations, Codes, bylaws or regulations which may be applicable to the **Business** from time to time. In particular, and without limiting the generality of the foregoing, the **Insured** shall at its own expense take all reasonable steps to trace, recall and/or modify any of its **Products** which it knows or has reason to suspect may contain any defect or deficiency which may render them injurious to persons or property, and shall comply promptly with all statutory obligations which may be imposed upon it in this regard.

2. Each of the persons or entities comprising the **Insured** shall be treated, for the purposes of this **Policy**, separately and distinctly from all of the others and the word "**Insured**" shall be applied to them in the same manner as if a separate **Policy** had been issued to each, however under no circumstances shall this Condition operate in such a manner as to increase the **Insurers' Limit of Liability** or any Sub-Limits, beyond those which would apply if there were only a single **Insured**.
3. This **Policy** also insures the liability of any Principal of the **Insured**, arising out of the performance by the **Insured** of any work for such Principal, but only to the extent required under the relevant contract and subject always to the Limits of Liability and to the other terms, Conditions and Exclusions of the **Policy**. In the case of any conflict between the terms of the relevant contract and this **Policy**, this **Policy** shall prevail.
4. The **Insured** must provide the **Insurers**, as soon as reasonably practicable, with written notice of every change which materially varies or alters any of the facts or circumstances, relating to any of the parties falling within the definition of the **Insured** or to the **Insured's Business**, as they were disclosed in the Proposal or known to the **Insurers** at the **commencement date** of this **Policy**.

This includes the entry by an **Insured**, after the **commencement date** of the **Policy**, into any contract, arrangement or understanding which may limit its legal rights against any other party, to which the **Insurers** might otherwise be subrogated.

In the event of such a material change, the **Insurers** reserve the right to cancel or to amend the terms of this **Policy**, as they may consider appropriate, or to charge such additional premium as may be reasonable in the circumstances. If the **Insured** does not provide notice of a material change sufficiently before the happening of an **Occurrence** as to give the **Insurers** adequate opportunity to exercise their rights under this Condition, the **Insurers** may refuse coverage, in whole or in part, in respect of any **Claim** arising out of that **Occurrence**.

5. In the event of any **Claim** for which the **Insured** is entitled to coverage under this **Policy** and also under any other **Policy** or policies, then in the event that the **Insured** elects to pursue its rights under this **Policy** the **Insured** must inform the **Insurers** of the full details of all such other insurances, and must provide all reasonable assistance to the **Insurers** in enforcing their rights to rateable contribution.
6. The **Insurers** shall be permitted but not obliged to inspect the **Insured's Business** and operations at any time. Neither the **Insurers'** right to make inspections nor the making of any inspection nor any report of an inspection shall constitute any form of undertaking, acknowledgement or representation regarding the safety or appropriateness of the **Insured's Business** or the manner in which it is being carried on, or a waiver of any of the **Insurers'** other rights. The **Insurers** may examine and audit the **Insured's** books and records at any time during the **Period of Insurance**, including any renewals or extensions of it, and within three years after the final renewal has concluded, in so far as they may relate to the subject matter of the insurance.
7. Should the premium for this **Policy** or any renewal have been calculated on estimates furnished by the **Insured**, and subject to adjustment at the end of the **Period of Insurance**, then the **Insured** must keep accurate records and all necessary evidence of all particulars required to enable the adjustment to be promptly and efficiently calculated, and must permit the **Insurers** to inspect this evidence at such times and in such manner as they may reasonably require. Within thirty days of the expiry of each **Period of Insurance** the premium for which is subject to adjustment, the Named **Insured** shall furnish to High Street Underwriting Agency Pty Limited, which shall receive it on behalf of the **Insurers**, a statement containing full particulars and supporting information required to calculate the adjustment. The premium for the expired **Period of Insurance** shall then be adjusted accordingly and any extra premium or return premium required shall be paid by or credited to the Named **Insured**, as the case may be, within thirty days. Nothing in this Condition precludes the retention, by the **Insurers**, of any minimum premium applicable to the relevant **Period of Insurance**.

8. This **Policy** shall, at all times and in all respects, be governed by and subject to the laws of the Commonwealth of Australia, including but not limited to the *Insurance Contracts Act 1984* (Cth), and the **Insured** and the **Insurers** agree to submit to the jurisdiction of competent Australian Courts in relation to all matters arising under or in connection with it. This Condition shall not preclude the parties from agreeing to submit any dispute to Arbitration, or to any other form of Alternative Dispute Resolution, after it has arisen.

9. The **Insurer(s)** shall not be deemed to provide cover and no **Insurers** 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 **Insurers** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union Australia United Kingdom or United States of America.