

DUAL

making relationships count

RESOURCE INDUSTRY LIABILITY POLICY WORDING





Public and Products Liability Insurance Policy Wording

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1. Operative Clause

The Insurers will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of any country within the Territorial Limits as specified in the Schedule.

The indemnity applies only to such legal liability as defined by each insured Section of the Policy arising out of an Occurrence within the Territorial Limits as specified in the Schedule and in connection with the Business specified in the Schedule, subject always to the terms, Conditions and Exclusions of such Section and of the Policy as a whole.

For the purposes of determining the indemnity granted:

Advertising Liability:

1. libel, slander or defamation, or
2. any infringement of copyright or passing off as title or slogan, or
3. unfair competition, piracy, idea, misappropriation contrary to implied contract, or
4. invasion of privacy

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of your advertising activities.

Business:

the "Business" means:

1. the business defined in the Schedule.
2. the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured's employees, first aid, fire and ambulance services.
3. private work carried out by any employee with the prior consent of the Insured for any director, partner or senior official of the Insured.
4. any organisation or function operated for the benefit of the Insured's employees or visitors or the promotion of the Insured's Business.

Deductible:

the amount of each claim or series of claims arising out of one originating cause shown in the Schedule for which indemnity is not provided by this Policy.

Employee:

any person employed by the Insured or deemed to be employed by the Insured pursuant to any Workers Compensation Law.

Injury:

injury, death, disease, illness, mental injury, mental anguish, shock, false arrest, invasion of privacy, detention, false imprisonment, false eviction or malicious persecution.

In respect of Injury arising from continuous or continual inhalation ingestion or application of any substance and where the Insured and Insurers cannot agree when the Injury occurred, then Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury.

Insured:

1. the Insured named in the schedule.
2. any other party as provided under Item 2 Indemnity to Others.

Occurrence:

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

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

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

Period of Insurance:

the Period of Insurance Stated in the Schedule.

Pollution:

pollution or contamination of the atmosphere or of any water, land or other tangible property.

Property Damage:

loss of possession or control of or actual damage to tangible property, trespass, nuisance or wrongful interference with the enjoyment of rights over tangible property.

In respect of Property Damage arising from continuous or continual application of any substance and where the Insured and Insurers cannot agree when the Property Damage occurred, then the Property Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

Product:

any property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

Pure Financial Loss:

financial loss not incurred by Property Damage and/or Injury and/or Advertising Liability

Territorial Limits:

anywhere in the world but In respect of Occurrences in the United States of America indemnity will only apply if the Injury or Property Damage arises from:

1. products exported into such countries, or
2. the activities of travelling executives and salesmen on Business who are non-resident in such countries, or
3. the ownership or occupancy of premises as sales offices used by the Insured in relation to the export of Products from Australia.

Tool of Trade:

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

Vehicle:

any machine and attachments thereto including a trailer designed to travel on wheels or on self-laid tracks and to be propelled by other than manual or animal power.

Watercraft:

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

"Hovercraft" means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast,

Worker to Worker Liability:

1. legal liability of the Insured in respect of recoveries of any payments by any workers' compensation insurer under the provisions of any workers' compensation legislation or policy, or at common law, or
2. a claim made by an injured worker (as defined by the relevant workers' compensation legislation) against any Insured other than the workers' direct employer.

2. Indemnity to Others

The indemnity granted extends to:

- 2.1 any subsidiary company (now or hereinafter incorporated) of the Insured.
- 2.2 any joint venture where the Insured has active control or is required to arrange insurance for the joint venture.
- 2.3 any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity and subject always to Clauses 7.3.1 and 12.4.
- 2.4 any director, partner, proprietor, officer or executive of the Insured, in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees.
- 2.5 any person or firm for their liability arising out of the performance of a contract to provide services to the Insured.
- 2.6 the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such.
- 2.7 the personal representatives of the estate of any person indemnified by reason of this Clause 2 in respect of liability incurred by such person.
- 2.8 any principal in respect of that principal's vicarious or contingent liability for the acts or omissions of the Insured in the performance by them of any work for that principal.

provided always that all such persons or parties shall observe, fulfill and be subject to the terms, Conditions and Exclusions of this Policy as though they were the Insured.

3A. Cross Liabilities

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other, subject to the Insurer's total liability not exceeding the stated Indemnity Limits and subject to the Terms, Conditions and Exclusions of this Policy.

3B. Severability

The Insurer agrees that any act, neglect, fraud misrepresentation, non-disclosure or breach of any condition or warranty by any individual party comprising the Insured (including the parties detailed in Section 2 Indemnity to Others), whether occurring prior to or during the Period of Insurance, shall not prejudice, reduce or render void the rights of the other parties comprising the Insured who themselves are not guilty of such act, neglect, fraud, misrepresentation, non-disclosure or breach of any condition or warranty

4. Defense Costs

The Insurer will pay all costs, fees and expenses incurred by the Insured with the Insurer's prior consent ("Defence Costs"):For the purpose of this Additional Benefit only:

- 4.1 in the investigation, defence or settlement of
- 4.2 as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to

5. Indemnity limits

The Insurer's liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one Occurrence or series of Occurrences arising from one originating cause, but under Sections B and C the Indemnity Limits represent the Insurer's total liability in respect of all Occurrences.

Defence Costs will be payable in addition to the Indemnity Limits unless this Policy is endorsed to the contrary.

Should liability arising from the same originating cause form the subject of indemnity by more than one Section of this Policy, each Section shall be subject to its own Indemnity Limit, provided always that the total amount of Insurers' liability shall not exceed the greatest Indemnity Limit available under any one of the Sections providing indemnity.

Section A: Public Liability

6. Section A: Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury, Property Damage and/or Advertising Liability occurring during the Period of Insurance but not against liability arising out of:

- 6.1 Pollution
- 6.2 or in connection with any Product

7. Section A: Exclusions

This Section does not cover liability:

- 7.1 arising out of the ownership, possession or use by the Insured of:
 - 7.1.1 any Watercraft or Hovercraft whilst afloat, but this exclusion shall not apply to:
 - (a) Watercraft or Hovercraft whose length does not exceed 8 metres.
 - (b) Watercraft owned by others and used by the Insured for Business entertainment.
 - 7.1.2 any Aircraft.

- 7.2** arising from the ownership, possession or use by the Insured of any Vehicle in circumstances where insurance or security is required under the provisions of any road traffic legislation, but this exclusion shall not apply to:
- 7.2.1** Injury where the road traffic legislation or statutory indemnity does not provide indemnity and the reasons why that road traffic legislation or statutory indemnity does not provide indemnity do not involve a breach of legislation relating to vehicles.
 - 7.2.2** loading or unloading of any Vehicle or trailer or delivery or collection of goods in connection with any Vehicle or trailer.
- 7.3** for and/or arising out of Property Damage to property owned by or leased or rented to the Insured or otherwise in the Insured's care, custody or control other than:
- 7.3.1** premises (including landlords fixtures and fittings) which are leased or rented to the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.
 - 7.3.2** premises (or the contents thereof) not owned, leased or rented by the Insured but temporarily occupied by the Insured for work therein (but no indemnity is granted for Property Damage to that part of the property on which the Insured is working and which arises out of such work).
 - 7.3.3** Vehicles (not belonging to or used by the Insured) in the physical or legal control of the Insured where the Damage occurs whilst such vehicles are in a car park owned or operated by the Insured.
 - 7.3.4** clothing and personal effects belonging to employees and visitors of the Insured.
 - 7.3.5** all other property in the physical or legal control of the Insured, subject to the Sub-limit of Indemnity of A\$250,000 for any one Occurrence.

Section B: Pollution Liability

8. Section B: Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Property Damage occurring in its entirety during the Period of Insurance and arising out of Pollution, but only to the extent that such Pollution:

- 8.1** was the direct result of a sudden, specific and identifiable event from the standpoint of the Insured and occurring during the Period of Insurance.
- 8.2** was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution.

9. Section B: Exclusions

This Section is subject to the Exclusions of Sections A7 and C11, and also does not cover liability for and/or arising out of:

- 9.1** Property Damage to premises presently or at any time previously owned or tenanted by the Insured.

- 9.2** Property Damage to 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.

Section C: Products Liability

10. Section C: Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Property Damage occurring during the Period of Insurance but only against liability arising out of or in connection with any Product and not against liability arising out of Pollution.

11. Section C: Exclusions

This Section does not cover liability:

- 11.1** for and/or arising out of Property Damage to any Product or part thereof.
- 11.2** for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement.
- 11.3** arising from the failure of any Product (or any part thereof) to fulfill the purpose for which it was designed or to perform as specified, warranted or guaranteed, subject otherwise to the Terms, Conditions and Exclusions of this Policy.
- 11.4** arising out of the recall of any Product or part thereof.
- 11.5** arising out of any Product or part thereof, which with the Insured's knowledge is intended to be incorporated into the structure, machinery or controls of any Aircraft.

General Exclusions

12. General Exclusions Applicable to All Sections of the Policy

Notwithstanding anything contained herein to the contrary in this Policy, this Policy excludes liability:

- 12.1** for and arising out of Injury to any Employee.
- 12.2** for injury sustained by any Employee where such contract of employment has been entered into outside Australia.
- 12.3**
 - 12.3.1** liability for Injury to the extent that the Insured is or would be entitled to seek indemnity for such liability under any statutory fund, statutory scheme, policy of insurance or self insurance created, issued pursuant to or required by any law relating to workers' or workmen's compensation whether or not the Insured has complied with its obligations pursuant to such law.

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

12.4 arising out of liquidated damages clauses, penalty clauses or performance warranties unless that liability would have attached in the absence of such clauses or warranties.

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

For the purpose of this exclusion 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 clause also excludes loss, Injury, Property 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.

12.6 directly or indirectly caused by or contributed to by or arising from:

12.6.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

12.6.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

12.7 for the Deductible as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause.

12.8 for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.

12.9 arising out of any advice, instruction, information, design, plan, specification, formula or pattern provided by the Insured or any error or omission connected therewith, given for a fee or for which a fee is normally charged.

12.10 For Directors and Officers:

12.10.1 arising out of an Insured's capacity, duty or responsibility as an Officer, Director or Trustee of a corporation by reason on any breach of fiduciary duty or improper conduct or conflict of interest in the performance on an insured's duties, responsibilities or accountability as an Officer, Director or Trustee, including without limitation, any actual or alleged misstatement, misleading statement, gain of personal profit or advantage to which the Insured was or is not entitled legally, any dishonest act or bad faith conduct in the Insured's capacity as an Officer, Director or Trustee, or with respect to the capital or asset of the corporation, or any action taken beyond the scope of the Insured's authority as an Officer, Director or Trustee and/or,

12.10.2 arising out of or contributed to by the dishonesty or infidelity of any Insured and/or,

12.10.3 which would be payable under the terms of coverage of a Directors and Officers Liability Policy.

- 12.11** for any Employment Practices Liability. For the purposes of this exclusion, "Employment Practices Liability " means, but is not limited to, as respects an Employee, any actual or alleged failure to provide equal opportunity of employment, harassment (sexual or otherwise, and whether in quid pro quo or hostile work environment situations), wrongful termination, retaliation (including retaliation against whistleblowers), invasion of privacy, inducement to become or remain as an Employee based upon an erroneous job description or employment related: defamation, infliction of emotional distress, infliction of mental anguish, invasion of privacy, misrepresentation, wrongful reference, negligent hiring, libel, slander, humiliation, wrongful failure to employ or promote, wrongful deprivation of a career opportunity, negligent evaluation, negligent hiring or retention, wrongful discipline, wrongful failure to provide or enforce corporate policies or procedures related to employment, violation of an Employees civil rights, or violation of any statute which restates any of the preceding employment related torts in the applicable jurisdiction.
- 12.12**
- 12.12.1** 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.
- 12.12.2** any obligation to defend any claim or suit against the Insured alleging liability resulting from 12.12.1 above nor to Insurers liabilities for Defence Costs arising there from.
- 12.13** for Advertising Liability as follows:
- 12.13.1** for statements made at the direction of the Insured with the knowledge of the illegality or falsity thereof.
- 12.13.2** for breach of contract, other than misappropriation of advertising ideas contrary to an implied contract.
- 12.13.3** for infringement or passing off a trade mark, service mark or trade name on any Products, goods or services sold, offered for sale or advertised. This does not apply to infringement of titles or slogans.
- 12.13.4** for any Insured whose business is advertising, broadcasting, publishing or telecasting.
- 12.13.5** incorrect description of the price of Products, goods or services.
- 12.13.6** for failure of the Products, goods or services to conform with advertised performance, quality, fitness or durability.
- 12.13.7** acts, errors or omissions committed prior to the inception date of this Policy.
- 12.14** for the publication or utterance of a defamation, libel or slander, prior to the inception date of this Policy or made at the direction of the Insured with knowledge of the falsity thereof.
- 12.15** directly or indirectly caused by or contributed to by or arising from Pure Financial Loss of any kind which is not incurred in respect of Property Damage and/or Injury and/or Advertising Liability.
- 12.16** for any alleged or actual fraudulent, dishonest, malicious, intentional or criminal act or omission of the Insured.
- 12.17** arising from or in connection with the transportation, storage or use of explosives unless such transportation, storage or use is in accordance with all relevant Australian Standards and/or regulations. Provided that, any innocent act, error or omission is complying with the Australian Standards and/or regulations will not prejudice cover afforded by this Policy.

General Conditions

13. General Conditions

- 13.1** The Insured shall give written notice to the Insurer as soon as reasonably practicable of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Insurer may require. Every claim, writ, summons or process and all documents relating thereto shall be forwarded to the Insurer as soon as reasonably practical when the Insured receives them.
- 13.2** No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the prior written consent of the Insurer who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured to 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 Insurer may reasonably require.
- 13.3** The Insured shall give notice as soon as reasonably practicable of any fact or event which materially changes the information supplied to the Insurer at the time when this Policy was effected. The Insurer may amend the terms of this Policy according to the materiality of the new information, provided that the Insurers ability to alter the terms is in accordance with the provisions of the Insurance Contracts Act 1984.
- 13.4** Where the premium is provisionally based upon estimated information provided by the Insured, the Insured shall keep accurate records and after expiry of the Period of Insurance, declare as soon as possible such details as the Insurers may require. The premium shall then be adjusted and any difference paid or allowed to the Insured, as the case may be, shall be subject to any minimum premium that may apply.
- 13.5** The Insurer may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity Limit 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 Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Indemnity Limit is stated to be inclusive of Defence Costs).

Provided that if the Insurer exercises the above option and the amount required to dispose of any claim or series of claims exceeds the Indemnity Limit and such excess amount is insured either in whole or in part with Defence Costs payable in addition to the Indemnity Limit under this Policy then the Insurer will also contribute their proportion of subsequent Defence Costs incurred with their prior consent.

- 13.6** Any dispute concerning the interpretation of this Policy and/or Schedule will be determined in accordance with the law of Australia.

The Insured and the Insurer submit to the exclusive jurisdiction of any court of competent jurisdiction within Australia and agree 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.

- 13.7** Any phrase or word in this Policy will be interpreted in accordance with the law of Australia. The Policy and the Schedule and any endorsements 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.
- 13.8** This Policy may be cancelled at any time by the Insured giving notice in writing to the Insurer. The Insurer may cancel this Policy but only as provided by Section 60 of the Insurance

Contracts Act 1984 and by serving on the Insured a minimum of sixty (60) days' notice in writing. The Insured shall be entitled to a pro rata refund of premium for the unexpired portion of the Period of Insurance.

- 13.9** It is hereby agreed and understood that the respective rights and interests of each of the parties comprising the Insured under this Policy shall not be prejudiced by any inadvertent or unintentional breach of condition or any delay or inadvertent or unintentional error or omission in reporting to the Insurers any new locations acquired or occupied or in the reporting of any insurance values or describing any interest insured by the Insured provided that such delay, error or omission shall be reported to the Insurers as soon as practicable.
- 13.10** All premiums and claims (if any) in respect of this Policy will be paid in Australian Dollars. It is agreed that should loss or damage occur which is indemnified by this Policy and it is incurred in a currency other than Australian Dollars, the rate of exchange applied for the payment of any amount for the claim shall be a rate applying at the time of payment of the indemnified loss or damage.
- 13.11** It is noted and agreed that local policies shall be effected by the Insured where there is a requirement by local laws to effect cover with an admitted local insurer. Where a local policy has been effected this Policy shall indemnify the Insured in accordance with its Operative Clause and subject to this Policies terms Conditions and limitations and Exclusions but only to the extent
- 13.11.1** that the terms and Conditions hereon are broader than the terms and Conditions of the local policies in respect of claims which are not recoverable under such local policies
- 13.11.2** by which the Indemnity Limits provided by this Policy exceed the amount of indemnity payable under the local policies.

Provided that this extension will not apply to the Insured's contribution under any such local policies.

- 13.12** Notwithstanding anything to the contrary contained within Exclusion 12.1 Insurers will indemnify the Insured under Section A and in accordance with the Operative Clause for any Injury sustained by any Employee during the Period of Insurance whilst such Employee is temporarily located outside of Australia for the purposes of the Business.

Provided always that the indemnity will not apply for such Injury as is or is capable of being insured under any workers compensation policy except to the following extent:

- 13.12.1** to the extent that the terms and Conditions hereon (disregarding clause 12.1) are broader than the terms and conditions of any policy of workers compensation insurance either effected or obliged to be effected by the Insured pursuant to any law relating to workers compensation.
- 13.12.2** to the extent that the Limits of Indemnity of this Policy exceed the amount of indemnity payable under any policy of workers compensation insurance effected or obliged to be effected by the Insured pursuant to any law relating to workers compensation.
- 13.12.3** Notwithstanding the foregoing liability for the following shall be excluded at all times:
- 13.12.4** Injury to any Employee not under a contract of employment entered into within Australia.
- 13.12.5** liability 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.

13.12.6 any obligation to defend any claim or suit against the Insured alleging liability resulting from 13.13.4 above nor to Insurers liabilities for Defence Costs arising therefrom.

13.13 Where indemnity is provided by this Policy in respect of a judgment award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment award or settlement either in whole or in part) it is understood and agreed that the following additional Terms and Exclusions in respect of any such judgment award or settlement will apply:

13.13.1 no indemnity is granted in respect of Section B of this Policy.

13.13.2 the Limits of Indemnity are inclusive of Defence Costs.

13.13.3 for the avoidance of doubt the indemnity will not apply to liability:

13.13.3.1 of whatsoever nature directly or indirectly caused by or contributed to by or arising from the discharge dispersal release or escape of smoke vapors soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water.

13.13.3.2 for the costs of removing nullifying or cleaning-up in connection with 13.14.3.1 above.

13.13.4 The indemnity does not apply to awards or damages of a punitive or exemplary nature whether in the form of fines penalties multiplication or compensatory awards or damages or in any other form whatsoever.

Other than as amended above, all the other Terms, Exclusions and Conditions applicable to the Policy shall continue to apply.

Endorsements

Endorsement No: 1

1989 Oil & Gas Conditions

The following additional conditions are applicable to this Policy.

1. Liability for Pollution or Contamination is excluded unless arising directly from operations on land.
2. In respect of operations on land, this Policy does not cover liability for:
 - (a) the removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others, provided always that this paragraph (a) shall not apply to any liability which would otherwise be covered under this Policy for such removal, loss or damage directly attributable to blow-out, cratering or fire of an oil or gas well owned or operated by, or under the control of the Insured;
 - (b) loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Insured;
 - (c) Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (c) shall not apply to liability for Injury or loss of or physical damage to or destruction of tangible property, or loss of use of

such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy;

- (d) 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 Policy.
- (e) fines, penalties, punitive or exemplary damages.

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

NMA 1683 Seepage, Pollution & contamination Clause No 1

3. Liability for the following is excluded:

- (a) loss of, destruction of or loss of use of any exploration or production bore and/or hole and/or well.
- (b) loss of, destruction of or loss of use of any equipment in any exploration or production bore and/or hole.
- (c) the cost of removal of any debris arising from damage to any exploration and/or production vessel, platform or rig.

4. Liability arising out of the following is excluded:

- (a) the cost of controlling/preventing any exploration or production bore and/or hole and/or well.
- (b) the cost of controlling/preventing any escape of any substance from exploration or production bore and/or well and any consequential losses arising therefrom.

Privacy Statement

At DUAL Australia Pty Ltd, we are committed to compliance with the *Privacy Act 1988* (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else you must obtain their consent to do so.

We provide your information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We are part of the Hyperion Insurance Group and may provide your information to UK based Group entities who provide us with business support services. We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies), but will take all reasonable steps to ensure that they comply with the Privacy Act.

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone (+61 (0)2 9248 6300), email (reception@dualaustralia.com.au) or by visiting our website (www.dualaustralia.com.au).

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.