

**Affinity Equine Programme**

**Combined General & Products Liability**

**Underwritten By: Beazley**

**Policy Form BEAZLEY-EQ-0422**



**AFFINITY**  
INSURANCE BROKERS

## **Affinity Equine Programme Combined General & Products Liability**

### **Statutory Notice**

#### **Duty of Disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- Reduces the risk we insure you for; or
- Is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about

#### **If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

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## Affinity Equine Programme Combined General & Products Liability Policy

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In consideration of the premium being paid by the Insured to the Insurer and in reliance upon the written statements and declarations contained in the proposal or insurance broker's quotation submission, the Insurer agrees to indemnify the Insured in accordance with the attached Schedule, Policy wording and endorsements where applicable.

### **1 Insuring Clause**

Subject to the terms of this Policy, the Insurer will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of compensation in respect of Injury and/or Damage first happening during the Period of Insurance as a result of an Occurrence in connection with the Insured's Business.

### **2 Definitions**

#### 2.1 "Asbestos" means:

2.1.1 That group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite; or

2.1.2 That group of man made mineral fibres that comprises mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres,

And includes Asbestos Products and Products containing Asbestos.

#### 2.2 "Damage" means:

2.2.1 Physical loss, destruction of or damage to tangible property including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the time of the physical damage that caused it; or

2.2.2 Loss of use of tangible property that is not physically lost, damaged or destroyed provided such loss of use is caused by physical damage to other tangible property which first happened during the Period of Insurance. All such loss of use shall be deemed to happen at the time of the physical damage or destruction that caused it.

2.3 "Employment Practices" means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, unfair contracts, harassment or discrimination (sexual or otherwise) in respect of employment by the Insured.

#### 2.4 "Injury" means:

2.4.1 Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;

2.4.2 False arrest, wrongful detention or imprisonment, malicious prosecution;

2.4.3 Wrongful entry or eviction;

- 2.4.4 Assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing Injury and/or Damage or eliminating danger; or
  - 2.4.5 Libel, slander, defamation of character or invasion of right of privacy.
- 2.5 “Insured” wherever used in this Policy means the Insured named in the Schedule and:
- 2.5.1 Any subsidiary company of the Insured incorporated within Australia including subsidiaries thereof;
  - 2.5.2 Any other entity incorporated within Australia, acting with the approval of the Insured, and over which the Insured assumes active management;
  - 2.5.3 Any principal, in respect of that principal’s vicarious liability for the negligent acts or omissions of the Insured pursuant to Definition 2.5 and arising out of the Insured’s Business, but this Policy does not extend to the liability of any principal howsoever arising out of the negligence, breach of contract or breach of duty of such principal;
  - 2.5.4 Any director, executive officer or Worker of the Insured or, where the Insured is a partnership, any partner of the Insured, but only while acting within the scope of their duties in such capacity;
  - 2.5.5 Any member, officer, committee or voluntary worker of the Insured, but only whilst acting within the scope of their duties in such capacity, including any member, officer, committee or voluntary worker of the Insured’s canteen, social, sports, first aid/medical, fire fighting and employee welfare organisations in their respective capacity as such;
  - 2.5.6 Any individual placed via a government scheme to work for the Insured, or work experience student of the Insured, but only whilst acting within the scope of their duties in such capacity, and whilst under the direction of the Insured; or
  - 2.5.7 The legal personal representative of any person entitled to indemnity under this Definition 2.5 in circumstances giving rise to indemnity under this Policy.
- 2.6 “Insured’s Business” is the business shown in the Schedule.
- 2.7 “Insurer” means Beazley Syndicates 2623/623 Lloyd’s.
- 2.8 “Limit of Indemnity” means the amount stated in the Schedule pursuant to Clause 5 of this Policy.
- 2.9 “Occurrence” means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Injury and/or Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.
- 2.10 “Period of Insurance” is the period shown in the Policy.
- 2.11 “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, cinders, dust, odours, noise, acids, alkalis, chemicals or waste.
- Waste includes materials to be recycled, reconditioned or reclaimed.

2.12 “Product” means any commodity, article or thing (after it has ceased to be in the possession or under the control of the Insured) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the Insured or by others trading under the name of the Insured (including any container thereof other than a motor vehicle).

2.13 “Terrorism” means an act or acts:

2.13.1 That are violent in nature or are dangerous to human life:

2.13.1.1 That are a violation of the criminal laws of the United States of America or Australia or of any State or Territory of the United States of America or Australia or that would be a criminal violation if committed within the jurisdiction of the United States of America or Australia or any State or Territory of the United States of America or Australia and that have the apparent intent of:

2.13.1.1.1 Intimidating or coercing any civilian population;

2.13.1.1.2 Influencing the policy of any government by intimidation or coercion;  
or

2.13.1.1.3 Affecting the conduct of any government by mass destruction, assassination or kidnapping,

Or

2.13.2 That result in:

2.13.2.1 The denial of access to or services from web sites, computer networks or telecommunication equipment; or

2.13.2.2 The malfunction or degradation of web sites, computer networks, telecommunications equipment, mechanical equipment or the interruption to the functioning of web sites or such properties,

And that have the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion.

2.14 “Worker” means any person employed by the Insured or deemed to be employed by the Insured whether pursuant to any Workers’ Compensation Law or otherwise.

2.15 “Workers’ Compensation Law” means any law relating to compensation for Injury to Workers or employees.

### **3. Cross Liabilities**

Subject at all times to the terms of this Policy, each person or party indemnified is separately indemnified in respect of claims made by any of them against any other of them provided that the Insurer's total liability shall not exceed the Limit of Indemnity for all claims under this Policy.

### **4. Joint Insureds**

Where the Insured comprises more than one party:

- 4.1 The proposal form for this insurance, together with all attachments and other information and/or representations supplied or made in connection with it shall be construed, for the purposes of the Insured's compliance with the Duty of Disclosure and all the Insurer's rights and remedies in connection with it, as though a separate and distinct proposal for insurance in such terms had been made by or on behalf of each person or organisation falling within the definition of Insured under this contract.
- 4.2 No intention, awareness, wilfulness, knowledge or other state of mind possessed by any Insured under this contract shall be attributed or imputed to any other Insured, for the purpose of determining:
  - 4.2.1 Whether there has been misrepresentation;
  - 4.2.2 Whether there has been non-compliance with the Duty of Disclosure or with any provision of this Policy; or
  - 4.2.3 The application of any exclusionary term.
- 4.3 In the event that the Insurer is permitted, by reason of misrepresentation, non-compliance with the Duty of Disclosure or any other reason, to avoid or cancel this contract of insurance, the Insurer will give effect to such avoidance or cancellation only as against the Insured whose knowledge, state of mind or conduct has given rise to the Insurer's right to do so, and will maintain the Policy's insurance coverage in force, subject to the same terms, conditions and limits of indemnity, for the benefit of all remaining Insureds.

Furthermore, if the Policy cannot be severally avoided or cancelled, the Insurer agrees that before exercising any right which it may have to cancel or avoid this contract of insurance, it will issue to all of the Insured or Insureds whose knowledge, state of mind or conduct is not such as to give rise to such right, a replacement Policy which is subject to the same terms, conditions and limitations and is effective from the same inception date as this Policy.

### **5. Limit of Indemnity**

The Insurer's liability to pay compensation shall not exceed the sum stated in the Schedule in respect of any one claim or series of claims arising from one Occurrence.

The total aggregate liability of the Insurer for any one Period of Insurance for all claims in respect of or in any way connected with the Insured's Products shall not exceed the Limit of Indemnity stated in the Schedule.

## **6 Defence Costs**

- 6.1 In addition to the Limit of Indemnity, the Insurer will pay all reasonable legal costs and/or expenses incurred with the Insurer's prior written consent in connection with any claim for which the Insured is indemnified by this Policy.
- 6.2 Provided that the Insurer shall not be liable for legal costs and/or expenses where indemnity is not provided by this Policy.
- 6.3 In addition to the Limit of Indemnity, the Insurer will pay all reasonable legal costs and/or expenses incurred with the Insurer's prior written consent, for or in respect of representation at any formal legal inquiry involving an accident resulting in Injury or at any coroner's inquiry or defending any proceedings in a court of summary jurisdiction.
- 6.4 Provided further that the legal costs and/or expenses incurred in connection with claims made and/or actions instituted within the United States of America or Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries, shall form part of the Limit of Indemnity and will not be payable by the Insurer in addition to the Limit of Indemnity.

## **7 Exclusions**

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with:

- 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance or in relation to which there existed a statutory scheme providing compensation for Injury, but this exclusion does not apply to:
- 7.1.1 Injury for which no indemnity is or would be available to the Insured under the said policy of compulsory liability insurance had the Insured complied with its obligations pursuant to such law;
- 7.1.2 Injury caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer for which no indemnity is or would be available to the Insured under the said policy of compulsory liability insurance had the Insured complied with its obligations pursuant to such law;
- 7.1.3 Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- 7.1.4 Damage to any bridge, weighbridge or road, or anything beneath such bridge, weighbridge or road caused by the weight of any motor vehicle or trailer or of the load carried thereon; or



- 7.1.5 Damage to any motor vehicle or trailer (not owned, leased or hired by, under hire purchase, on loan or rented to the Insured) temporarily in the Insured's custody or control for the purpose of parking and directly arising out of such parking.
- 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than:
  - 7.2.1 Premises (or to contents thereof) temporarily occupied by the Insured for the purpose of carrying out works thereto or thereon, but no indemnity is granted for liability in respect of physical damage to or destruction of that part of any premises or contents on which the Insured is or has been working on if the physical damage or destruction arises from such work;
  - 7.2.2 Premises tenanted by the Insured;
  - 7.2.3 Directors', employees' and visitors' clothing and personal effects; or
  - 7.2.4 Damage to horses, however the Insurer's limit of liability under this Clause 7.2.4 shall not exceed AUD1,000,000 any one Occurrence and in the aggregate for any one Period of Insurance; or
  - 7.2.5 Other property not owned by the Insured but temporarily in the Insured's possession provided:
    - 7.2.5.1 No indemnity is granted for liability in respect of physical damage to or destruction of that part of any property upon which the Insured is or has been working if the physical damage or destruction arises from such work;
    - 7.2.5.2 The Insurer's limit of liability under this clause 7.2.4 does not exceed AUD250,000 each and every Occurrence and in the aggregate for any one Period of Insurance.
- 7.3 Damages claimed for, and/or the costs of withdrawal, recall, inspection, repair, replacement, disposal 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 therein.
- 7.4 Damage to the Insured's Products if such Damage is attributable to any defect therein or harmful nature or unsuitability thereof.
- 7.5 The cost of performing, completing, correcting or improving any work undertaken by the Insured.
- 7.6 Any Product guarantee or warranty given by or on behalf of the Insured but this exclusion shall not apply to the requirements of any Federal or State legislation with respect to Product safety and information.
- 7.7 Liability assumed under the terms of a contract, agreement or warranty unless and only to the extent that the Insured would have been liable in the absence of such contract, agreement or warranty.

7.8 Liability assumed where the Insured may have been able to recover from another party but for an agreement between the Insured and such party where the Insured has waived, released or abandoned any right of recourse or recovery against any party.

7.9 Any Product which is incorporated into the structure, machinery or controls of any aircraft, aerial device, watercraft or hovercraft.

7.10 Injury to any Worker.

Provided that if the Insured:

7.10.1 Is required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited in amount or not) for such Injury; or

7.10.2 Is not required to so insure or otherwise fund such liability by reason only that the Injury is to a person who is not a Worker or “employee” within the meaning of the relevant Workers’ Compensation Law or the Injury is not an Injury which is subject to such Law,

Then this Policy will respond to the extent that the Insured’s liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had the Insured complied with its obligations pursuant to such Law.

7.11 7.11.1 Any Workers’ Compensation Law;

7.11.2 The provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or

7.11.3 Employment Practices.

7.12 Libel, slander and/or other defamation:

7.12.1 Made prior to the commencement of the Period of Insurance;

7.12.2 Made at the Insured’s direction or with the Insured’s authority or with knowledge of its falsity; or

7.12.3 Related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured.

7.13 The loss of use of tangible property which has not been physically lost, damaged or destroyed resulting from:

7.13.1 A delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or

7.13.2 The failure of any Product to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured but this exclusion does not apply to loss of use of other tangible property directly or indirectly caused by, arising out of or in any way connected with or resulting from the sudden and accidental physical damage to or destruction of the Product after such Product has been put to use by any person or organisation other than the Insured.

7.14 Any change in the nature of the Insured's Business which occurred during the currency of this Policy and was known by the Insured, or would have been known by a reasonable person in the circumstances, to be likely to increase the risk of Injury or Damage for which indemnity is provided by this Policy.

For the purpose of this exclusion, where the Insured is a corporate body, the knowledge of any director or officer of the Insured shall be deemed to be the knowledge of the Insured.

7.15 7.15.1 The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants;

7.15.2 Testing, monitoring, clean up, removal, containment, treatment, detoxifying or neutralising of Pollutants or their effect; or

7.15.3 The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others; or

7.15.4 Any expenses for the prevention of the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants.

Provided always that exclusions 7.15.1, 7.15.2 and 7.15.3 shall not apply to liability which is directly caused by a sudden, accidental, instantaneous, unintended, identifiable and unexpected happening which takes place in its entirety at a specific time and place.

The total aggregate liability of the Insurer for all claims covered in any one Period of Insurance in respect of the proviso above shall not exceed the Limit of Indemnity shown in the Schedule.

7.16 Injury sustained due to the inhalation or ingestion of, or exposure to:

7.16.1 Tobacco or tobacco smoke; or

7.16.2 Any ingredient or additive present in any articles, items or goods which contain or include tobacco.

7.17 7.17.1 Ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self sustaining process of nuclear fission or fusion; or

7.17.2 Nuclear weapons material.

7.18 And regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

7.18.1 War and military action which includes without limitation the following:

7.18.1.1 War, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;

7.18.1.2 Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

7.18.1.3 Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7.18.2 Any actual or threatened act of domestic or international Terrorism committed by a person or persons acting:

7.18.2.1 Alone or on behalf of or in connection with any organisation; or

7.18.2.2 With the goal of furthering any political, social, religious, ideological or similar objective.

7.18.3 Action taken to prevent or defend against an act of Terrorism.

If an act of Terrorism involves chemical or biological weapons, this Terrorism exclusion will still apply.

If an act of Terrorism involves nuclear reaction, nuclear radiation or radioactive contamination, this Terrorism exclusion will apply to liabilities that result from such nuclear reaction or nuclear radiation or radioactive contamination in place of Exclusion 7.18.

7.19 The ownership, maintenance, operation, possession or use by or on behalf of the Insured of:

7.19.1 Any aircraft or aerial device;

7.19.2 Any watercraft exceeding 10 metres in length; or

7.19.3 Any hovercraft.

7.20 The Deductible and/or self insured retention shown in the Schedule.

7.21 The erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except for contracts not exceeding in cost the sum of AUD500,000 or 10% of the Limit of Indemnity whichever is the lesser.

7.22 Asbestos.

7.23 7.23.1 Claims made and actions instituted within the United States of America or Canada and their respective territories and protectorates, and any other territory coming within the jurisdiction of the courts of the United States of America or Canada; or

7.23.2 Claims and actions to which the laws of the United States of America or Canada and their respective territories and protectorates apply.

Provided that this exclusion does not apply to claims and actions caused by an employee of the Insured who normally resides in Australia while such employee is temporarily travelling on behalf of the Insured outside Australia.

7.24 Fines, penalties, punitive damages, exemplary damages, multiplication of compensatory damages, liquidated damages and/or aggravated damages.

7.25 Any alleged or actual fraudulent, dishonest, malicious, wilful or criminal act or omission of the Insured or any person covered by Definition 2.5 of this Policy.

7.26 Any mechanical bull, mechanical horse or similar machinery in connection with the Insured's Business.

## **8. General Conditions**

8.1 The Insured shall give written notice to the Insurer as soon as possible of any claim under this Policy and shall give all such additional information as the Insurer may require.

8.2 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 but not obligated to take over the conduct in the name of the Insured of the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurer shall require.

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

8.4 The amount shown within the Schedule as a Deductible and/or self insured retention is the first amount for all claims arising out of any one Occurrence which is to be borne by the Insured or any person covered by Definition 2.5 of this Policy.

8.5 The Insurer may at any time discharge its total liability to the Insured in respect of any one claim or series of claims arising from one Occurrence by paying to or on behalf of the Insured:

8.5.1 The total amount in respect of such claim to which the Insured is entitled to indemnity under this Policy;

8.5.2 The total amount sought by the claimant for such claim; or

8.5.3 The total amount for which such claim can be settled,

And in addition to such payment the Insurer will pay Defence Costs incurred up to the date of payment as provided for by Clause 6 of this Policy.

Upon such payment, the Insurer shall relinquish conduct or control of such claim and be under no further liability under this Policy in connection with such claim including but not limited to Defence Costs.

8.6 This Policy shall be interpreted in accordance with the laws of Australia and all claims for indemnity under this Policy shall be decided in accordance with those laws. All matters arising from or relating to the construction, operation or interpretation of the Policy shall be submitted to the exclusive jurisdiction of the Australian Courts.

8.7 The Insured must:

8.7.1 Exercise reasonable care that only competent Workers and/or employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;

8.7.2 Take all reasonable precautions to:

8.7.2.1 Prevent Injury and Damage;

8.7.2.2 Prevent the manufacture, sale or supply of defective Products; and

8.7.2.3 Comply and ensure that its Workers, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property;

8.7.3 At its own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect; and

8.7.4 Assist and co-operate fully and promptly with the Insurer in the investigation, settlement or defence of any claim or matters relating or in connection thereto.

The amount of any benefit under this Policy for any liability caused or contributed to by the lack of such precautions, measures and compliances shall be reduced by the amount that fairly represents the extent to which the Insurer's interests have been prejudiced thereby.

- 8.8 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as the Insurer requires and the premium shall be adjusted and any difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply.
- 8.9 The Insured may cancel this Policy at any time by giving notice in writing to the Insurer. The Insurer may cancel this Policy at any time where:
- 8.9.1 It is entitled to do so pursuant to the *Insurance Contracts Act 1984* or any amendments thereto;
  - 8.9.2 The Insured has failed to notify the Insurer of any specific act or omission where such notification is required under the terms or conditions of this Policy; or
  - 8.9.3 The Insured has acted in contravention of or omitted to act in compliance with any term of this Policy which empowers the Insurer to refuse to pay a claim in the event of such contravention or omission.
- Any notice of cancellation given by the Insurer shall take effect either at the time when another contract of insurance between the Insured and the Insurer or some other insurer (being a contract that is intended by the Insured to replace this Policy) is entered into or at 4pm on the third business day after the date on which notice was given to the Insured by the Insurer, whichever is the earlier.
- 8.10 Where the Insured has a broker, nothing shall restrict the Insurer's right to notify the broker as agent of the Insured.
- 8.11 Notwithstanding anything else to the contrary in the Policy, whenever coverage provided by this policy would be in violation of any applicable economic, trade or other sanction or law, such coverage shall be null and void and the Insurer has no obligation to pay a claim if to do so would breach that sanction or law.
- 8.12 8.12.1 Words importing persons shall include corporations and other legal entities;
- 8.12.2 References in the singular shall be deemed to include the plural and vice versa;
- 8.12.3 Words depicting any gender include reference to all other genders;
- 8.12.4 References to any legislation or subordinate instruments shall refer to such legislation or subordinate instruments as amended from time to time and in force; and
- 8.12.5 Headings have been included for ease of reference and it is understood and agreed that this Policy is not to be construed or interpreted by reference to such headings.
- 8.13 A term or condition of this Policy that is illegal or unenforceable may be severed from this Policy and the remaining terms and conditions of this Policy, or parts thereof, continue in force.
- 8.14 Each Insured agrees that the Insurer may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act or otherwise.

8.15 All notices required or permitted to be given hereunder shall be sufficiently given if delivered personally, sent by prepaid registered post, transmitted by facsimile telecommunication or sent by electronic mail.

Any notice to or by a party to this Policy that is:

8.15.1 Delivered personally to the party to whom it is addressed shall be deemed to have been given and received on the day and at the time it is so delivered;

8.15.2 Transmitted by facsimile telecommunication shall be deemed given and received on the day of its completed transmission as verified by the sending facsimile telecommunication machine;

8.15.3 Posted shall be deemed to have been given and received on the second day following the date of its posting, but if made or given to or from an address outside Australia, on the tenth day, whether delivered or not;

8.15.4 Sent by electronic mail shall be deemed to have been received at the time it leaves the sender's information system subject to any autoresponder email message notifying the sender that the electronic mail is undelivered or the addressee does not have electronic mail access,

But if the delivery or receipt is on a day which is not a business day or is after 4.00pm (addressee's time) it is deemed to have been received at 9.00am on the next business day.

A party may by written notice to the other party change its postal address, electronic mail address or its facsimile telecommunication number.

8.16 This Insurance policy is underwritten by Beazley Furlonge Limited (Company Registration Number: 01893407 and VAT Number: 649 2754 03) is a managing agent for Syndicates at Lloyd's and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number: 204896). Beazley Furlonge Limited is registered in England and Wales with its Registered Office at 22 Bishopsgate, London EC2N 4BQ. Email: info@beazley.com Tel: +44 (0)20 7667 0623 Fax: +44 (0)20 7082 5198.

8.17 When the the Insurer makes a payment under this policy for the acquisition of goods, services or other supply, the Insurer will reduce the amount of the payment by the amount of any input tax credit that the Insured is, or will be, or would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999*, in relation to that acquisition, whether or not that acquisition is actually made.

When the Insurer makes a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, the Insurer will reduce the amount of the payment by the amount of any input tax credit that the Insured is, or will be, or would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* had the payment been applied to acquire such goods, services or supply.



Where and to the extent that the Insurer is entitled to claim an input tax credit for a payment made under the policy, then any monetary limit in the policy applying to the **insurer's** obligation to make such a payment, shall be net of the entitlement to the input tax credit.

Where and to the extent that the Insured is entitled to claim an input tax credit for a payment required to be made by the Insured as a deductible then the amount of the deductible shall be net of the Insurer's entitlement to the input tax credit.

#### 8.18 General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure.

Please contact Affinity insurance Brokers (03) 8587 7777 in the first instance:

Level 1 1265 Nepean Hwy Cheltenham, VIC, AUSTRALIA, 3192]

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Post: GPO Box 3 Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

8.19 The liability of the Insurer under this policy is several and not joint with other insurers who may be a party to this policy. Any insurer is liable only for the proportion of liability it has underwritten. The Insurer and any insurers are not jointly liable for the proportion of liability underwritten by any other insurer; nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this policy.

The proportion of liability under this policy underwritten by any insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion; nor is any member otherwise responsible for any liability of any insurer that may underwrite this policy. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to this policy in the singular, where the circumstances so require this should be read as a reference to Policies in the plural.