

PUBLIC & PRODUCTS LIABILITY



STERLING INSURANCE PTY LIMITED

AFSL 237880 ABN 12 084 296 168

Level 16, 68 Pitt St, Sydney, NSW 2000

PO Box R753, Royal Exchange, NSW 1225

P 02 9950 4000 **F** 02 9950 4001

WWW.STERLINGINSURANCE.COM.AU

**LLOYD'S
CERTIFICATE OF INSURANCE**

effected through

Sterling Insurance Pty Ltd
(hereinafter called the Coverholder)

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract No. B1881B240334 to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract, and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

COMBINED PUBLIC & PRODUCTS LIABILITY SCHEDULE

Certificate No.:	24090033
Insured:	Fitout and Refurbishment Australia Pty Ltd
Principal Address:	10 Old Cleveland Road SPRINGWOOD QLD 4127
Period Of Insurance:	20/09/24 to 20/09/25 At 4pm Local Time
Underwriter/s:	100% underwritten by certain underwriters at Lloyd's
Insured's Business:	Asbestos removal activities undertaken by fully licenced contractors of the Insured only
Limits of Indemnity:	Public Liability \$10,000,000 each and every Occurrence during the Period of Insurance Products Liability \$10,000,000 any one Occurrence and in the aggregate during the Period of Insurance
Deductible:	\$2,500 each and every Claim/Occurrence (Defence Costs and Additional Expenses inclusive) Except: \$5,000 Each and Every Claim/Occurrence as applicable in respect of Statutory Liability inclusive of costs \$50,000 Each and Every Claim/Occurrence as applicable in respect of Injury to Contractor/Workers Compensation Subrogation inclusive of costs Should more than one Excess/Deductible appear under this Policy for any Occurrence/Claim (or series of Occurrences/Claims arising from this one event), then the highest level of Excess/Deductible shall apply
Policy Wording:	Form V2024-K (Standard) Plus Endorsements

Endorsements: 8B V3 ASBESTOS REMOVAL LIABILITY (CLAIMS MADE) -
\$10,000,000 LIMIT OF INDEMNITY

12B TOTAL PROFESSIONAL INDEMNITY EXCLUSION (AMENDED)

14B DOVETAILING WORDING FOR ALTERNATE INSURANCE

44 INSURED'S BUSINESS ENDORSEMENT (LIMITATION)

46 V2 STATUTORY LIABILITY EXTENSION (CLAIMS MADE)
\$1,000,000

52 CONTRACTORS/SUB-CONTRACTORS INSURANCE (GL &
ASBESTOS)

70A COMMUNICABLE DISEASES EXCLUSION AMENDED (LMA5396
AUS)

Premium: As agreed

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to the Coverholder: Sterling Insurance Pty Ltd, PO Box R753, Royal Exchange NSW 1225, Australia.

Please note that non-payment of the premium will result in the cancellation of the Policy as allowed under Section 60 of the Insurance Contracts Act 1984. Accordingly we give you notice that we will cancel this Policy, and all cover will cease, at 4pm on the 30th day from 20/09/24 (or the next business day if the 30th day is a weekend or public holiday) in the event that the Coverholder does not receive payment of the premium by this date.

IN WITNESS WHEREOF this Certificate has been signed on the 20/09/24

by Coverholder - **Linda King**



.....

SEVERAL LIABILITY NOTICE (LSW1001)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

8B V3 ASBESTOS REMOVAL LIABILITY (CLAIMS MADE) - \$10,000,000 LIMIT OF INDEMNITY

The following additional coverage is included under this Policy:

1. Terms and Conditions

The terms and conditions of this endorsement provide that:

- 1.1 A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for coverage detailed within this Endorsement to apply; and
- 1.2 The Insured must immediately notify the Underwriters in writing of any such Claim(s). Such notification must be given to Underwriters during the Period of Insurance for this Policy to apply. Claim(s) notified to Underwriters' within forty five (45) days after the expiry date shall be deemed as having been notified to Underwriters during the Period of Insurance.
- 1.3 Claims Made against the Insured before the inception date or after the expiry date of the Period of Insurance are not covered.
- 1.4 All claims consequent on or attributable to one source or original Occurrence and first made against the Insured during the Period of Insurance shall be deemed one Claim.

2. Insuring Clause

In respect of the additional coverage afforded by this Endorsement only, the Insuring Clause is deleted and replaced by:

Subject to the terms of this Policy, the Underwriters will pay to or on behalf of the Insured all the sums which the Insured shall become legally liable to pay by way of compensation as a result of a Claim(s) both first made against the Insured and notified to the Underwriters during the Period of Insurance for Injury and/or Damage as a result of an Occurrence, happening on or after the Retroactive Date (as defined within this Endorsement) in connection with the Insured's Business.

3. Definitions

In respect of the additional coverage afforded by this Endorsement only;

3.1 Definition 2.18 'Occurrence' is deleted and replaced by the following:

2.18 'Occurrence' means an exposure to asbestos happening only for the first time during:

2.12.1 Demolition,

2.12.2 Removal of waste or salvage materials, and/or

2.12.3 Transportation of removed waste or salvage materials

which results in the Injury and/or Damage neither expected nor intended from the standpoint of the Insured.

3.2 'Claim' or 'Claims' means

3.2.1 Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter-claim or third or similar party notice issued against or served on the Insured; or

3.2.2 Any written or oral demand for compensation received by the Insured which might result in a claim against the Insured.

3.3 'Retroactive Date' means 20th September 2024.

4. Limit of Indemnity

In respect of the additional coverage afforded by this Endorsement only, Clause 5. Limit of Indemnity is deleted and replaced by the following:

The Underwriters' liability to pay compensation shall not exceed \$10,000,000 Limit of Indemnity for any one Claim and in the aggregate during the Period of Insurance.

If both the Policy coverage and the additional coverage afforded by this Endorsement respond to one Occurrence (as defined respectively by the Policy and this Endorsement), the total Limit of Indemnity of Underwriters relating to that Occurrence under the Policy coverage and the additional coverage for all Claims afforded by this Endorsement shall not exceed the highest single Limit of Indemnity under either coverage.

Provided the Limit of Indemnity stated in this Endorsement shall not be exceeded for any one Claim.

5. Defence Costs and Additional Expenses

In respect of the additional coverage afforded by this Endorsement only, Clause 6. Defence Costs and Additional Expenses is deleted and replaced by the following:

The Underwriters will pay:

6.1 Reasonable legal and investigative costs and expenses incurred with Underwriters' prior written consent in connection with:

6.1.1 Any claim or potential claim for which the Insured is indemnified by this Policy.

6.1.2 Representation at any coroner's inquiry or other formal legal inquiry involving an accident resulting in Injury, but only if in the opinion of the Underwriters the inquiry will affect the defence of a Claim covered by the Insuring Clause.

6.1.3 The protection of damaged or undamaged property of any person (s) including temporary repairs and/or shoring up and/or underpinning thereof.

6.1.4 The purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which the Insured must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.

6.2 Reasonable expenses incurred by the Insured (following an Occurrence for which indemnity is provided by this Policy) for the rendering of immediate first aid and/or medical and surgical relief to others as may be required at the time of any Occurrence of Injury.

6.3 Pay all charges, expenses and legal costs recoverable from or awarded against the Insured in any such claim or suit and all interest accruing on the Underwriter's portion of any judgment until the Underwriters have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of the Underwriter's liability thereon.

Provided that the Limit of Indemnity stated in this Endorsement shall apply inclusive of such costs and expenses.

6. Exclusions

In respect of the additional coverage afforded by this Endorsement only:

6.1 Exclusion 7.4 is deleted and replaced by the following:

7.4 Arising out of costs incurred in or in connection with the withdrawal, recall, inspection, repair, replacement or disposal of Products or any property of which such Products form a part.

6.2 Exclusion 7.21 is deleted and replaced by the following:

7.21 Directly or indirectly caused by, arising out of or anyway connected with mining, manufacture, processing, sale, distribution, installation or any other use of asbestos.

Regardless of the provisions of Exclusion 7.21, the indemnity provided by this Endorsement includes the temporary storage of asbestos provided that the asbestos is temporarily stored in accordance with all Acts, Rules, Regulations and/or Industry Codes of Practice (where applicable) and the period of the temporary storage does not exceed the period stipulated in the relevant Acts, Rules, Regulations or Industry Codes of Practice. Temporary storage shall also include asbestos at a waste transfer station.

Further, it is noted and agreed that this Exclusion 7.21 shall not be interpreted as excluding the physical removal of asbestos and associated transportation.

6.3 The following additional Exclusions are added to this Policy:

6.3.1 For any Claim arising out of an Occurrence prior to the Retroactive Date stated in this Endorsement.

6.3.2 For any Claim arising indirectly or directly from:

6.3.2.1 Asbestos removal, disposal or temporary storage not performed by a licensed asbestos removalist; and

6.3.2.2 Asbestos removal, disposal or temporary storage not performed in accordance with all relevant Acts, Rules, Regulations and Industry Codes of Practice.

6.3.3 For any Claim made prior to or existing at the inception of this Policy.

6.3.4 For any Claim in respect of any fact or circumstance known to the Insured prior to or existing at the inception of this Policy and which the Insured knew or ought reasonably to have known might give rise to a Claim.

6.3.5 For any Claim or circumstances likely to give rise to a claim stated in the underwriting submission or proposal form, being the basis of this contract.

6.3.6 For any Claim or circumstance notified, or which ought to have been notified under any prior policy.

6.3.7 For any Claim arising directly or indirectly from diminution in the value of tangible property or loss of use of tangible property.

6.3.8 For any Claim arising out of the supply of a Product.

6.3.9 Where the Insured has contracted the performance of asbestos removal, disposal or temporary storage, for any Claim arising directly or indirectly from:

6.3.9.1 An Injury to any employee or labour hire personnel of the contractor, caused by exposure to asbestos;

6.3.9.2 A claim for the recovery of payments made under the relevant

Workers' Compensation legislation of any State or Territory of Australia in respect of an Injury referred to in 6.3.9.1.

Nothing contained in this Endorsement shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.

12B TOTAL PROFESSIONAL INDEMNITY EXCLUSION (AMENDED)
Exclusion 7.13 is deleted in its entirety and replaced by the following:

7.13 Caused by or arising out of:

7.13.1 The rendering of or failure to render professional advice or service by the Insured or any related error or omission connected therewith but this exclusion does not apply to the rendering of or failure to render:

7.13.1.1 First aid;

7.13.1.2 Medical services on the Insured's premises by medically qualified persons employed by the Insured; or

7.13.2 Advice, design, formula or specification.

Nothing contained in this Clause shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.

14B DOVETAILING WORDING FOR ALTERNATE INSURANCE

This Policy does not cover any liability for which the Insured is entitled to indemnity within the terms and conditions of the insurance detailed below:

Policy Type: Annual Contract Works Material Damage & Liability Insurance

Insurer: Mecon

Period of Insurance: 01/08/2024 - 01/08/2025

Policy Number: AP-186501

Limit of Indemnity: \$20,000,000

For clarity, this Policy does not provide any cover in excess of the above-mentioned policy.

This Endorsement applies to any other insurance policy intended to renew or replace the above-mentioned policy. Provided always that if the above-mentioned policy is:

1. Not renewed or replaced, or

2. Renewed with or replaced by a policy at reduced cover;

Then Underwriters will reduce their liability in respect to any loss, claim or Occurrence as if the above-mentioned policy was still in force.

Nothing contained in this Endorsement shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.

44 INSURED'S BUSINESS ENDORSEMENT (LIMITATION)

It is hereby noted and agreed that Definition 2.14 "Insured's Business" is deleted and replaced by the following:

2.14 "Insured's Business" is the business shown in the Schedule.

Nothing contained in this Clause shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.

46 V2 STATUTORY LIABILITY EXTENSION (CLAIMS MADE) \$1,000,000
The following additional coverage is included under this Policy:

1. Insuring Clause

In respect of the additional coverage afforded by this Endorsement only, the Insuring Clause is deleted and replaced by:

Subject to the terms of this Policy, the Underwriters will pay to and on behalf of the Insured (as defined in this Endorsement) any Loss (as defined in this Endorsement) arising from any Claim (as defined in this Endorsement) first received by the Insured and notified to the Underwriters during the Period of Insurance in respect of a Wrongful Breach (as defined in this Endorsement) that occurs after the Retroactive Date (as defined in this Endorsement), in connection with the Insured's Business.

2. Definitions

In respect of the additional coverage afforded by this Endorsement only, the following Definitions shall apply:

2.1 "Act" means:

2.1.1 Any Act of the Parliament of the Commonwealth of Australia and any Act of the Parliaments of the States or Territories of the Commonwealth of Australia, including any subordinate or delegated legislation made under those Acts; and

2.1.2 Any amendment, consolidation or re-enactment of any of the above Acts or legislation.

2.2 "Claim" means any:

2.2.1 Writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter-claim or third or similar party notice issued against or served on the Insured; or

2.2.2 Written or oral notice received by the Insured which might result in a Claim;

which alleges a Wrongful Breach and claims that the Insured may be liable to pay a Penalty (as defined in this Endorsement).

2.3 "Employee" means any:

2.3.1 Person employed under a contract of service or apprenticeship; or

2.3.2 Work experience student;

during or prior to the commencement of the Period of Insurance and whilst acting in the performance of their duties of employment.

2.4 Definition 2.13 "Insured" is deleted and replaced by the following:

2.13 "Insured" means:

2.13.1 The Insured named in the Schedule and their Employees;

2.13.2 Any individual who is, has been, or may become during the Period of Insurance a director, partner, principal or Employee of a named Insured in the Schedule but only in respect of Claims arising out of work performed for and/or on behalf of the firm, partnership or company named in the Schedule;

2.8.3 Any predecessor in business of the named Insured in the Schedule, but only to the extent of the liability attaching to the firm, partnership or company named in the Schedule;

2.8.4 Any subsidiary company (including subsidiaries thereof) of the Insured; and

2.8.5 Any other entity controlled by the Insured and over which the Insured assumes active management.

2.5 "Legal Costs" means any reasonable legal costs and associated expenses incurred with the written consent of the Underwriters after a notice of prosecution, writ or summons is served upon the Insured in connection with the investigation, defence (including appeal or resisting appeal) and settlement of any Claim, but shall not include wages, salaries or other remuneration of the Insured.

2.6 "Loss" means any Penalty and/or Legal Costs. All Losses arising out of any one Wrongful Breach or interrelated Wrongful Breaches are deemed to be one Loss.

2.7 "Officer" means any past, present or future director, executive officer (as defined by the Corporations Act) or company secretary of the Insured but always excluding any receiver, receiver and manager, official manager, liquidator, administrator, trustee or other person administering a compromise or scheme of arrangement.

2.8 "Penalty" means any monetary sum payable by the Insured to any Regulatory Authority pursuant to any Act for a Wrongful Breach by the Insured but excluding:

2.8.1 Any amounts payable as compensation;

2.8.2 Any compliance, remedial, reparation or restitution costs;

2.8.3 Any damages, including any exemplary or punitive damages;

2.8.4 Any consequential economic loss;

2.8.5 Any legal costs and associated expenses.

Notwithstanding subclause 2.8.5 above, the Underwriters will pay any reasonable legal costs and associated expenses payable by the Insured to any Regulatory Authority upon the imposition of a Penalty covered by this Policy. Provided that where the proceedings that lead to the imposition of the Penalty also include proceedings in respect of any of the matters set out in subclauses 2.8.1, 2.8.2, 2.8.3 and/or 2.8.4 above, the Underwriters will not be liable for that proportion of the legal costs and associated expenses that may be reasonably attributed to the proceedings in respect of those matters set out in subclauses 2.8.1, 2.8.2, 2.8.3 and/or 2.8.4 above.

2.9 "Regulatory Authority" means a person or entity appointed, constituted or acting under a delegation pursuant to any Act for the purposes of enforcement of such Act or another Act, including a person or entity authorised to collect monies payable to the Consolidated Revenue Fund, Consolidated Fund or any other such fund.

2.10 "Retroactive Date" means 20th September 2024.

2.11 "Wilful" means acting with intentional or reckless disregard for the consequences of the act or failure.

2.12 "Wrongful Breach" means any act, error or omission which occurs in connection with the Insured's Business whereby:

2.12.1 The Insured contravenes an Act, Regulation or Rule or is involved in the contravention of an Act, Regulation or Rule;

2.12.2 The Insured commits an offence pursuant to an Act, Regulation or Rule; or

2.12.3 Such conduct is prohibited under an Act, Regulation or Rule

or is the subject of the imposition of a Penalty under an Act, Regulation or Rule.

3. Limit of Indemnity

The Underwriters' liability shall not exceed \$1,000,000 any one Claim and in the aggregate during the Period of Insurance, inclusive of any Legal Costs and Penalty(ies).

4. Joint Venture

The Underwriters will pay to and on behalf of the Insured any Loss arising from any Claim in their capacity as a joint venture partner provided always that:

4.1 The Underwriters will only pay for the Loss incurred by the Insured in respect of such Claim in respect of its own liability as a joint venture partner;

4.2 This Policy will not provide indemnity to the other joint venture partner, unless this Policy is specifically endorsed otherwise; and

4.3 All other Terms and Conditions of this Endorsement remain unchanged.

5. Continuous Cover

If the Insured was aware of any facts that could give rise to a Claim or Loss prior to the Period of Insurance and had not notified the Underwriters of such facts prior to the commencement of the Period of Insurance, then Exclusion 6.2.2.1 and 6.2.2.4 will not apply to the notification of a Claim or Loss resulting from such facts, provided that:

5.1 The failure to notify such facts was not a result of fraudulent misrepresentation or fraudulent non-disclosure by the Insured;

5.2 The Underwriters are the same Underwriters of the cover provided by this Statutory Liability Endorsement when the Insured first became aware of such facts;

5.3 The limit of liability, sub-limits of liability, deductible and any other terms and conditions of the policy in force when the Insured first became aware of such facts shall apply to this Policy;

5.4 The Underwriters will reduce their liability to the extent of any prejudice suffered as a result of the Insured's failure to notify such facts giving rise to a Claim or Loss prior to the Period of Insurance.

For the purpose of this clause 5. Continuous Cover, Period of Insurance shall mean the period stated in the Schedule or otherwise agreed.

6. Exclusions

In respect of the additional coverage afforded by this Endorsement only:

6.1 Exclusions 7.1 to 7.31, and 7.33 are deleted.

6.2 This Endorsement does not cover any liability, or provide indemnity in respect of any Claim or Loss based upon, attributable to or in consequence of:

6.2.1 Any:

6.2.1.1 Wilful, intentional or deliberate Wrongful Breach;

- 6.2.1.2 Wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any Act; or,
- 6.2.1.3 Wrongful Breach caused by the gross negligence or recklessness of the Insured.
- 6.2.2 Any Wrongful Breach, fact or circumstance:
 - 6.2.2.1 First made, threatened or intimated against or to the Insured prior to the Period of Insurance;
 - 6.2.2.2 Relating to any matter disclosed or notified to Underwriters or any other insurer/underwriter prior to the Period of Insurance as being a Claim or a circumstance that may give rise to a Claim;
 - 6.2.2.3 Relating to any litigation that was in progress or pending prior to the Period of Insurance; or
 - 6.2.2.4 Relating to any fact or circumstance of which the Insured became aware prior to the Period of Insurance and which the Insured knew or ought reasonably to have known may give rise to a Claim.
- 6.2.3 A Wrongful Breach under the Competition & Consumer Act 2010 (CCA), Trade Practices Act 1974 (Cth), Fair Trading Act 1987 (NSW), Fair Trading Act 1985 (Vic) or similar legislation enacted by other states or territories of the Commonwealth of Australia or Dominion of New Zealand.
- 6.2.4 A Wrongful Breach related to or in any way connected with a tax, rate, duty, levy, charge, fee or any other revenue charge or impost.
- 6.2.5 A Wrongful Breach relating to the regulation of vehicular, air or marine traffic.
- 6.2.6 Any Legal Costs incurred or paid before the consent of the Underwriters has been given in accordance with the provisions of this Policy.
- 6.2.7 Any contravention of Sections 182, 183, 601FD, 601FE or 601JD of the Corporations Law and any amendment, consolidation or re-enactment of any of those Sections.
- 6.2.8 Arising from any activities as a trustee, director, secretary or officer of any trust or body corporate unless that liability would have arisen if the Insured had not held that position as a trustee, director, secretary or officer.
- 6.2.9 Any strike, lockout, picket line, stand down, related worker replacement(s) or other similar actions resulting from industrial disputes or negotiations. Notwithstanding this Exclusion 6.2.9, this Exclusion does not apply to Officers and Employees for Claims arising out of the performance of their duties as Officers and Employees.
- 6.2.10 Any Loss:
 - 6.2.10.1 Made, commenced or brought outside the Commonwealth of Australia;
 - 6.2.10.2 Imposed pursuant to any law of any country, state or territory outside Commonwealth of Australia; or
 - 6.2.10.3 Imposed within the Commonwealth of Australia but arising out of any Wrongful Breach occurring outside the Commonwealth of Australia; or

6.2.10.4 Incurred by an Insured who is not incorporated within the Commonwealth of Australia.

6.2.11 Any loss arising from asbestos, provided that this Exclusion

6.2.11 does not apply to the Insured's Business.

Provided further that this Endorsement does not cover:

a. Any liability for, or provide indemnity in respect of any Claim or Loss; or

b. Any Wrongful Breach, fact or circumstance;

Arising from the disposal of asbestos not performed by a licensed asbestos removalist, regardless of how such liability, Claim, Loss, Wrongful Breach, fact or circumstance arises.

6.2.12 Any Claim arising out of the supply of a Product.

7. Conditions

In respect of the additional coverage afforded by this Endorsement, the following additional Conditions are added to this Policy:

7.1 A Claim must be made against the Insured during the Period of Insurance for coverage detailed within this Endorsement to apply, and

7.2 The Insured must immediately notify the Underwriters in writing of any such Claim(s). Such notification must be given to Underwriters during the Period of Insurance for this Policy to apply. Claim(s) notified to Underwriters' within forty five (45) days after the expiry date shall be deemed as having been notified to Underwriters during the Period of Insurance.

7.3 The Insured shall not disclose to any third party the nature of or terms and conditions of this Endorsement without the Underwriters written consent.

7.4 The Insured shall not admit liability, or incur any Loss, or make any admission, arrangement, offer, promise or payment without the Underwriters written consent.

7.5 The Underwriters shall at any time be entitled to take control of or conduct in the name of the Insured the defence or settlement of any Claim. If the Underwriters believe the Claim will not exceed the Deductible, the Underwriters may instruct the Insured to conduct the defence of the Claim. In such circumstance the Insured shall be required to provide Underwriters with regular progress reports and the Underwriters reserve the right to take control of the defence of such Claim at any time.

7.6 The Insured shall as a condition precedent to their right to indemnity under this Endorsement give to the Underwriters such information and co-operation as the Underwriters may reasonably require to enable the Underwriters to investigate and to defend any Claim under this Policy and/or to enable the Underwriters to determine any liability under this Endorsement including but not limited to the identification of any parties against whom the Insured may have rights.

7.7 The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability hereunder.

7.8 In the event that Underwriters recommend the settlement of a Claim and the Insured does not agree that such Claim should be settled then the Insured may elect to contest or continue any legal proceedings therewith provided always that the Underwriters liability in connection with such Claim does not exceed the amount for which the Claim could have been settled plus Legal Costs incurred with the Underwriters written consent to the date of such election, less the Deductible and subject always to sub-limited Limit of Indemnity under this Endorsement.

7.9 Where the Underwriters have granted indemnity under this Endorsement, the Underwriters shall become entitled to any and all rights the Insured may have against any third party, regardless whether

or not if the Underwriters have made any payment(s) and whether or not the Insured has been indemnified for their loss. Each Insured must at its own cost, execute all papers required and shall do everything necessary to secure and preserve such rights including but not limited to the execution of documents necessary to enable the Underwriters to effectively bring suit in the name of the Insured and/or the provision of information including signed statements and the giving of evidence at any trial.

- 7.10 In circumstances where proceedings have commenced to impose a Penalty and those proceedings are also in respect of other matters, then the Underwriters will not be liable for that proportion of the Legal Costs that may be reasonably attributed to the proceedings in relation to those other matters.

Nothing contained in this Endorsement shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.

52 CONTRACTORS/SUB-CONTRACTORS INSURANCE (GL & ASBESTOS)

It is hereby declared and agreed that the Insured obtains and retains from each contractor/sub-contractor:

- a) Written proof of the contractor's/sub-contractor's:
 - i. For any asbestos removal work only, Asbestos Liability Insurance & General Liability Insurance; &
 - ii. For all other work, General Liability Insurance;
- b) That such insurances are for a minimum Limit of Indemnity of:
 - i. \$10,000,000 for Asbestos Liability Insurance; &
 - ii. \$20,000,000 for General Liability Insurance;
- c) That such insurances are underwritten by a general insurer which is either licensed or authorised by the Australian Prudential Regulatory Authority (APRA); and
- d) That such insurances confirm that the interests of our Insured (as referred to in this Policy) are noted either as a "principal" or "interested party".

Nothing contained in this Clause shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.

70A COMMUNICABLE DISEASES EXCLUSION AMENDED (LMA5396 AUS)

The following additional Exclusion is added to this Policy:

This Policy does not cover all actual or alleged loss, liability, Damage, Injury, compensation, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this Exclusion, loss, liability, Damage, Injury, compensation, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

For the purpose of this Exclusion, "Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. The substance or agent includes, but is not limited to, a virus,

- bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - c. The disease, substance or agent can cause or threaten Injury, damage to human health, damage to human welfare, or Damage.

Nothing contained in this Clause shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.