



# MARKETFORM COMBINED LIABILITY POLICY WORDING (AUSTRALIA - STALLHOLDERS)

## Important Notices

A copy of these notices should be given to the proposer prior to conclusion of the contract.

### 1. Non-Standard Policy

The policy wording has been designed specially for the Insured, based on the Underwriters' standard form. It may contain provisions which are unusual or different from other liability policies and the Insured should read the entire policy carefully prior to entering into any contract.

### 2. Short Period Policy

Where this policy is in respect of a specific event or events, this is a short period policy and will not automatically renew.

### 3. Insured's Duty of Disclosure

The Insured has a duty to disclose to the Underwriters, before the contract of insurance is entered into, every matter that is known to the Insured, being a matter that:

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

This duty of disclosure also applies to any renewal, extension, variation or reinstatement of the Policy.

The Underwriters are entitled to refuse to cover the additional exposure or charge a reasonable additional premium or, if the nature of the change in circumstances entails a substantially different risk, whether in type or degree, from that previously envisaged, to avoid the contract.

If the person or entity who became the Insured under the Policy upon the contract being entered into:

- (c) failed to comply with the duty of disclosure; or
- (d) made a misrepresentation to the Underwriters before the contract was entered into; (but not where the Underwriters would have entered into the contract, for the same premium and on the same terms and conditions, even if the insured had not failed to comply with the duty of disclosure or had not made the misrepresentation before the contract was entered into) then
- (e) if the failure was fraudulent or the misrepresentation was made fraudulently, the Underwriters may avoid the contract;
- (f) if the Underwriters are not entitled to avoid the contract or, being entitled to avoid the contract have not done so, the liability of the Underwriters in respect of a claim is reduced to the amount that would place the Underwriters in a position in which the Underwriters would have been if the failure had not occurred or the misrepresentation had not been made.

The Insured shall throughout the Period of Insurance give notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal. In the event of Underwriters being at any time entitled to void the Policy by reason of the Insured failing to give notice in accordance with this Condition, the Underwriters may at their election, instead of voiding the Policy, give notice in writing to the Insured that there shall be excluded from the indemnity any claim which has arisen or may arise which is related to such facts, activities or circumstances.

#### **4. Waived Recourse Rights**

Please note that the policy excludes any claim or claims where and to the extent the Underwriters have or would have rights of recourse in respect of such claim but the Insured has granted without Underwriters' prior consent a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract.



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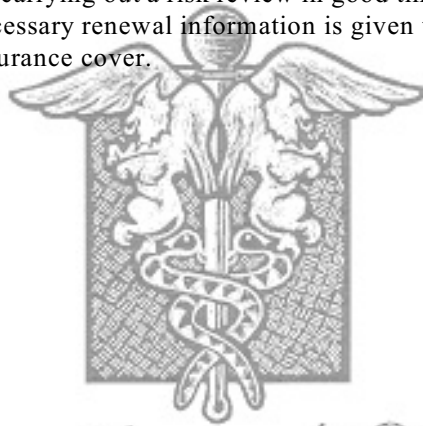
# MARKETFORM COMBINED LIABILITY POLICY WORDING (AUSTRALIA - STALLHOLDERS)

## Notice of Cancellation

**Policy number:** SPRGL0700054.ST000000

The Underwriters hereby give notice of their intention to cancel the Policy with effect from the renewal date of the policy.

The Policy is of a type which would normally renew from year to year and the above notice of cancellation is for the purpose of carrying out a risk review in good time for the anticipated renewal. The Insured should ensure that all necessary renewal information is given to Underwriters in good time so as not to prejudice the Insured's insurance cover.



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**MARKETFORM  
COMBINED LIABILITY POLICY WORDING  
(AUSTRALIA - STALLHOLDERS)**

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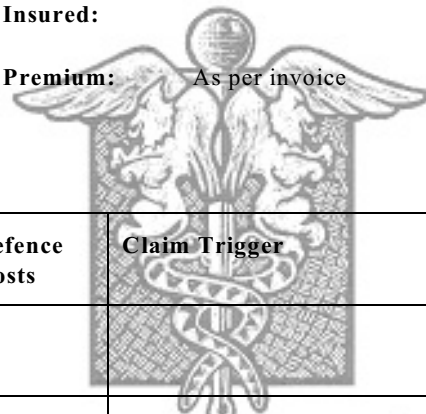
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# MARKETFORM : SYNDICATE 2468    COMBINED LIABILITY INSURANCE

## SCHEDULE TO THE POLICY

**POLICY NO.**            SPRGL0700054.ST000000

- |                                |   |   |
|--------------------------------|---|---|
| 1. <b>Insured:</b>             | 2. <b>Address of Insured:</b> ANYWHERE IN AUSTRALIA | 3. <b>Insured's Business:</b> STALLHOLDER |
| 4. <b>Period of Insurance:</b> | 5. <b>Premium:</b> As per invoice                   | 6. <b>Sections Insured:</b>               |
| 7. <b>Coverage Details: -</b>  |   |   |



Sections Available (see above – 6)	Limit of Liability		Defence Costs	Claim Trigger	Self-Insured Excess	USA Jurisdiction
	Occurrence/ Claim Limit	Aggregate Limit				
A. Public Liability			In addition	Occurrence basis: Injury and/or Damage occurring during the Period of Insurance.	\$500 Including Defence Costs	Not Granted
B. Pollution Liability			In addition	Occurrence basis: Injury and/or Damage occurring during the Period of Insurance.	\$500 Including Defence Costs	Not Granted
C. Products Liability			In addition	Occurrence basis: Injury and/or Damage occurring during the Period of Insurance.	\$500 Including Defence Costs	Not Granted

## MARKETFORM : SYNDICATE 2468    COMBINED LIABILITY INSURANCE

### **1.    OPERATIVE CLAUSE**

Whereas the Insured stated in Item 1. of the Schedule has made to the Underwriters a Proposal, whose particulars and statements, including any ancillary information provided therewith, are hereby agreed to be the basis of this Policy.

We, the Underwriters, in consideration of payment of the Premium stated in Item 5. of the Schedule, agree, subject to all the terms and provisions of this Policy, to indemnify the Insured as is set out in each insured Coverage Section of this Policy in respect of the Insured's Business as stated in Item 3. of the Schedule but not in respect of any liability of the Insured where the action is brought in a court of law in or any judgment, award, payment, settlement or proceedings are made within territories which operate under the laws of the United States of America or where any order or proceedings are made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part unless the Insured has requested that there shall be no such limitation in respect of any or all Coverage Sections of this Policy and has accepted the terms of the United States of America Jurisdiction Extension Clause which forms part of this Policy.

### **2.    DEFINITIONS**

For the purpose of determining the indemnity granted, the following terms shall be deemed to have the same meaning as defined wherever used in this Policy.

#### **2.1    Proposal**

"Proposal" shall mean a written proposal or proposals made by or on behalf of the Insured to the Underwriters for the insurance evidenced by this Policy or any Coverage Section thereof, including any statements, declarations, warranties or information upon which the Underwriters have relied and, where a special form or presentation has been used for the purpose, bearing the date stated in Item 6. of the Schedule. The Proposal shall be construed as incorporated into and forming part of the Policy or relevant Coverage Section or Sections.

#### **2.2    Defence Costs**

"Defence Costs" shall mean reasonable costs and expenses incurred by the Insured with Underwriters' prior consent in the investigation, defence or settlement of any claim made or which might be made against the Insured, including

1.    the investigation of any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to a claim being made against the Insured or
2.    representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to such claim,

providing such claims are indemnifiable under this Policy.

#### **2.3    Injury**

"Injury" shall mean death, bodily injury, illness or disease of or to any person;

#### **2.4    Damage**

"Damage" shall mean loss of possession or control of or actual damage to tangible property;



**2.5 Pollution**

"Pollution" shall mean any pollution or contamination of the atmosphere or of any water, land or other tangible property;

**2.6 Product**

"Product" shall mean any physical 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.

**3. LIMIT OF LIABILITY**

**3.1** The Underwriters' liability to indemnify the Insured in respect of any damages, claimants' costs, fees and expenses or other expenses for each claim under this Policy or series of such claims arising out of one originating cause or occurrence shall not exceed the amount stated in Item 6. of the Schedule as the Occurrence/Claim Limit in respect of each Coverage Section. This limit shall apply regardless of the number of Insureds, additional Insureds or entities comprising the Insured or the number of claims or claimants or any other reason whatsoever.

**3.2** Where an amount has been inserted in Item 6. of the Schedule as the Aggregate Limit, this amount represents Underwriters' total liability in respect of all such claims in respect of the relevant Coverage Section.

**3.3** Where a combined Occurrence/Claim Limit is stated in the Schedule to apply to certain Coverage Sections, each such Coverage Section shall be subject to its own Limit of Liability, provided always that should the same originating cause or occurrence give rise to indemnity by more than one such Coverage Section, the total amount of Underwriters' liability for all claims arising out of one originating cause or occurrence under all such Coverage Sections combined shall not exceed the single greatest Limit of Liability available under the Coverage Sections providing indemnity.

**3.4** Where a combined Aggregate Limit is stated in the Schedule to apply to certain Coverage Sections, each such Coverage Section shall be subject to its own Aggregate Limit provided always that Underwriters' total liability for all claims under all such Coverage Sections combined shall not exceed the single greatest Aggregate Limit available under the Coverage Sections providing indemnity.

**4. DEFENCE COSTS**

**4.1** Defence Costs will be paid by the Underwriters as stated in Item 6. of the Schedule in respect of each Coverage Section.

**4.2** Where Defence Costs are stated as being payable in addition to the Limit of Liability, the Underwriters will pay associated Defence Costs in addition to the Limit of Liability provided that if the total amount required to dispose of any claim or series of claims arising out of one event exceeds the Limit of Liability then the Underwriters will at the maximum pay such proportion of the total associated Defence Costs as the amount of the indemnity available under this Policy bears to the total amount required to dispose of the claim.

**4.3** Where Defence Costs are stated as being inclusive within the Limit of Liability, the Underwriters will pay associated Defence Costs provided always that their total liability under this Policy, including Defence Costs, shall not exceed the Limit of Liability applicable to any claim or series of claims arising out of one originating cause or occurrence.

## 5. INDEMNITY TO OTHERS

The indemnity granted extends to:

- 5.1 at the request of the Insured, 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 indemnity and subject always to Clauses 7.4 and 7.8;
- 5.2 officials 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;
- 5.3 at the request of the Insured, any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured;
- 5.4 the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- 5.5 the personal representatives of the estate of any person indemnified by reason of this Clause 5. in respect of liability incurred by such person;

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

## 6. 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 such person or party, subject to Underwriters' total liability not exceeding the stated Limit of Liability.

## 7. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not cover

- 7.1 **Fines, Penalties and Punitive Damages**  
liability 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;
- 7.2 **War**  
loss, damage, liability or expense arising directly or indirectly out of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted Authority. It is understood and agreed that in any claim and in any action, suit or other proceedings to enforce a claim under this insurance for loss or damage or legal liability, the BURDEN OF PROVING that such loss or damage or legal liability does not fall within this exclusion shall be upon the Insured;
- 7.3 **Radioactive Contamination and Explosive Nuclear Assemblies**  
loss, damage, liability or expense arising directly or indirectly out of ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**7.4 Contractual Liability**

liability assumed by the Insured under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to the Insured in the absence of such clause, warranty, contract, agreement or guarantee;

**7.5 Recourse Rights**

any claim or claims where and to the extent the Underwriters have or would have rights of recourse in respect of such claim but the Insured has granted without Underwriters' prior consent a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract.

**7.6 Motor Vehicles**

liability arising directly or indirectly out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than

**7.6.1** vehicles within Australia which are not required to be registered under Australian Law, but not vehicles which are actually registered or in respect of which liability insurance is in force

and other than liability

**7.6.2** 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;

**7.6.3** arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;

**7.6.4** for Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load thereon;

**7.6.5** arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;

**7.7 Aircraft & Watercraft**

liability arising directly or indirectly out of the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);

**7.8 Care, Custody & Control**

liability for Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than

**7.8.1** premises or the contents thereof temporarily occupied by the Insured for work therein or thereon but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work;

**7.8.2** the first AUS10,000 each and every Occurrence in respect of clothing and personal effects belonging to employees and visitors of the Insured;

**7.8.3** premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement;

**7.9 Deliberate Acts**

liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable precautions to prevent Injury or Damage;

**7.10 Employers' Liability**

liability for Injury to any person under a contract of employment, service or apprenticeship with or for the provision of labour only services to the Insured where such Injury arises out of the execution of such contract.

**8. GENERAL CONDITIONS**

**8.1 Self-Insured Excess**

Underwriters shall only be liable for that part of each claim or series of such claims arising out of any one originating cause under this Policy which exceeds the amount of the Self-Insured Excess stated in Item 6. of the Schedule. The Insured shall retain the Self-Insured Excess for its own account and shall not insure it elsewhere.

The amount of the Self-Insured Excess shall include Defence Costs unless otherwise specifically stated in the said Schedule.

**8.2 Claims Notification**

The Insured shall give to Underwriters immediate notice in writing during the Period of Insurance of

**8.2.1** any claim made against any Insured which may fall within the scope of this Policy,

**8.2.2** the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against the Insured,

**8.2.3** any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to such a claim being made against the Insured, giving reasons for the anticipation of such claim,

**8.2.4** any other circumstances which might give rise to a claim under this Policy.

**8.3 Claims Handling**

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured nor shall any costs be incurred by the Insured without the written consent of the Underwriters; and the Underwriters 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 for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings in the defence or settlement of any claim.

The Insured shall at all times give Underwriters such information and co-operation as Underwriters may reasonably require.

Upon giving notification of a claim or circumstances in accordance with Clause 8.2 above, the Insured shall inform the Underwriters as to any other insurance under which the Insured is or may be entitled to any benefit.

**8.4 Subrogation**

Except to the extent and in the manner stated below, Underwriters shall become subrogated to all rights of recourse and remedies of the Insured, before as well as after any payment by Underwriters to the extent of such payment and the Insured shall take all reasonable steps to preserve such rights and remedies in order that contribution may be sought.

Notwithstanding the above, if any payment is made or may be made under this Policy and Underwriters are thereupon subrogated to the Insured's rights of recovery in relation thereto, Underwriters agree not to exercise any such rights against any director or employee of the Insured unless the claim is brought about or contributed to by the

dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

Furthermore, in respect of any person, other than any director or employee of the Insured, against whom the Insured has not exercised those rights and might reasonably be expected not to exercise those rights by reason of a family or other personal relationship between the Insured and the third party, the Underwriters will

- (a) only exercise their entitlement to subrogation rights to the extent that the third party has insurance coverage available, if any and
- (b) not insist on any assignment of subrogation rights by the Insured to the Underwriters as a pre-condition of any claim payment

unless the claim is brought about or contributed to by the serious or wilful misconduct of that person.

Except as stated above, the Insured shall give all such assistance in the exercise of rights of recovery as Underwriters may reasonably require.

### **8.5 Material Information**

The Insured has a duty to disclose to the Underwriters, before this contract of insurance is entered into, every matter that is known to the Insured, being a matter that:

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

This duty of disclosure also applies to any renewal, extension, variation or reinstatement of this Policy.

The Underwriters are entitled to refuse to cover the additional exposure or charge a reasonable additional premium or, if the nature of the change in circumstances entails a substantially different risk, whether in type or degree, from that previously envisaged, to avoid the contract.

If the person or entity who became the Insured under this Policy upon the contract being entered into:

- (c) failed to comply with the duty of disclosure; or
- (d) made a misrepresentation to the Underwriters before the contract was entered into;

(but not where the Underwriters would have entered into the contract, for the same premium and on the same terms and conditions, even if the insured had not failed to comply with the duty of disclosure or had not made the misrepresentation before the contract was entered into) then

- (e) if the failure was fraudulent or the misrepresentation was made fraudulently, the Underwriters may avoid the contract.
- (f) if the Underwriters are not entitled to avoid the contract or, being entitled to avoid the contract have not done so, the liability of the Underwriters in respect of a claim is reduced to the amount that would place the Underwriters in a position in which the Underwriters would have been if the failure had not occurred or the misrepresentation had not been made.

The Insured shall throughout the Period of Insurance give notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal.

## **8.6 Adjustment of Premiums**

If the Premium for this Policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall at all times allow Underwriters or their duly appointed representative to inspect such records. The Insured shall within one month from expiry of the Period of Insurance furnish such particulars and information as Underwriters may require. The premium for such period shall then be adjusted and the difference paid by or returned to the Insured, provided that the premium for any Period of Insurance shall not be less than any Minimum Premium stated in the Schedule or pro rata thereof if the Policy is cancelled before its normal expiry date.

## **8.7 Relinquishment**

The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy the amount of the Limit of Liability remaining under this Policy or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid. Upon such payment being made, the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment.

However if Underwriters exercise the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Policy then the Underwriters will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this Policy bears to the total amount which in the opinion of the Underwriters at the time of relinquishment will be necessary to dispose of the claim.

## **8.8 Dispute**

This Policy shall be governed by Australian Law unless stated to the contrary. If any dispute arises in connection with the formulation, validity or interpretation of this Policy, then such dispute shall be submitted to the jurisdiction of any court of competent jurisdiction within Australia. Both parties agree to comply with all requirements necessary to give such court jurisdiction.

## **8.9 Cancellation**

The Underwriters may cancel this Policy for any of the following reasons:

- 8.9.1** a person who is or was at any time the Insured failed to comply with the duty of utmost good faith;
- 8.9.2** the person who was the Insured at the time when the contract was entered into failed to comply with the duty of disclosure (but always without prejudice to the rights of Underwriters to void the Policy ab initio in certain circumstances);
- 8.9.3** the person who was the Insured at the time when the contract was entered into made a misrepresentation to the Underwriters during the negotiations for this Policy but before it was entered into (but always without prejudice to the rights of Underwriters to void the Policy ab initio in certain circumstances);
- 8.9.4** a person who is or was at any time the Insured failed to comply with a provision of this Policy, including a provision with respect to payment of the premium; or
- 8.9.5** the Insured has made a fraudulent claim under this Policy or under some other contract of insurance (whether with the Underwriters or with some other insurer) that provides insurance cover during any part of the Period of Insurance.

The notice of cancellation must be given in writing and will take effect at the earlier of the following times:

- (a) the time when another policy of insurance between the Insured and Underwriters or some other insurer, being a policy that is intended by the Insured to replace this policy, is entered into; or

(b) 4pm on the seventh business day after the day on which notice was given.

The Premium shall then be adjusted in accordance with Condition 8.6, if applicable, and calculated on the basis of Underwriters receiving or retaining pro rata premium.

Notice shall be deemed to be duly received if sent by pre-paid letter post properly addressed to the Insured's or the Insured's broker's last known address.

**8.10 Fraud**

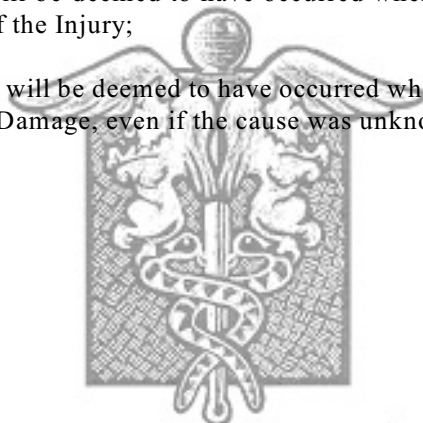
If any claim under this Policy or any Coverage Section thereof is in any respect fraudulent, the Underwriters shall be under no liability in respect of such claim.

**8.11 Timing of Injury and Damage**

Where it is not otherwise possible to ascertain the timing of Injury or Damage, then for the purpose of determining the indemnity granted by this Policy

**8.11.1** Injury will be deemed to have occurred when the claimant first consulted a qualified medical practitioner regarding such Injury, whether or not it was correctly diagnosed at that time. If no such consultation took place, then the Injury will be deemed to have occurred when the Insured first received written notice of the Injury;

**8.11.2** Damage will be deemed to have occurred when the claimant first became aware of such Damage, even if the cause was unknown.



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## **UNITED STATES OF AMERICA JURISDICTION EXTENSION CLAUSE**

### **Applicable only to Coverage Sections, if any, where stated to be granted in Item 6. of the Schedule under the heading USA Jurisdiction.**

Whereas the Insured has requested an extension to the Operative Clause for indemnity to be granted where the action is brought in a court of law in or any judgment, award, payment, settlement or proceedings are made within territories which operate under the laws of the United States of America or where any order or proceedings are made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part, such extension is hereby granted as stated in Item 6. of the Schedule to the Policy.

In consideration of the granting of such indemnity, the Insured agrees to the following terms, conditions and exclusions in respect of any such judgment, award, payment, settlement or proceedings:-

- (a) The indemnity does not apply to any judgment, award, payment, settlement or proceedings arising directly or indirectly out of Pollution;
- (b) The indemnity does not apply to any judgment, award, payment, settlement or proceedings arising directly or indirectly out of operations at or out of premises situated in the United States of America or any territories which come within the jurisdiction of the United States of America;
- (c) Underwriters shall not be liable for the amount shown as the Applicable Self Insured Excess in Item 6. of the Schedule, being the first amount of each and every claim. For the purpose of this sub-clause (c) "claim" shall be deemed to include damages, including claimants' costs, fees and expenses and associated Defence Costs;
- (d) Underwriters' liability under this Extension Clause shall be as per Clause 3., Limit of Liability, except that the amounts stated in Item 6. of the Schedule under Limit of Liability shall be inclusive of all Defence Costs;
- (e) Where any Coverage Section to which this Extension applies is stated in Item 6. of the Schedule to be on a claims made basis, Underwriters will not be liable to indemnify the Insured as a result of any claim or claims arising directly or indirectly out of any act, error, omission, circumstances or event occurring before the Retroactive Date stated in Item 6. of the Schedule under the heading of USA Jurisdiction and if no date is inserted then the Retroactive Date shall be deemed to be the inception date of this Policy stated in Item 4. of the Schedule.

Subject in all other respects to the terms and conditions of the Policy, which shall not be deemed in any way whatsoever to override, modify or alter any of the specific terms and conditions applicable to this Extension Clause.



## COVERAGE SECTION A - PUBLIC LIABILITY

(Occurrence basis: Injury and/or Damage occurring during the Period of Insurance.)

### 9. COVERAGE SECTION A - INDEMNITY

The Insured is indemnified by this Coverage Section in accordance with the Operative Clause against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any country for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability arising directly or indirectly out of

- 9.1 Pollution or
- 9.2 in connection with any Product.

## COVERAGE SECTION B - POLLUTION LIABILITY

(Occurrence basis: Injury and/or Damage occurring during the Period of Insurance.)

### 10. COVERAGE SECTION B - INDEMNITY

The Insured is indemnified by this Coverage Section in accordance with the Operative Clause against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any country for and/or arising out of Injury and/or Damage occurring in its entirety during the Period of Insurance and arising out of Pollution, but only to the extent that the Insured can demonstrate that

- 10.1 such Pollution was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance;
- 10.2 the Insured had taken all reasonable precautions to prevent loss by Pollution.

### 11. COVERAGE SECTION B - EXCLUSIONS

This Coverage Section does not cover

- 11.1 **Damage to Products**  
liability for Damage to any Product or part thereof;
- 11.2 **Product Guarantee**  
liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement;
- 11.3 **Recall**  
liability arising directly or indirectly out of the recall of any Product or part thereof;
- 11.4 **Aviation Products**  
liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery, electrics, electronics or controls of any aircraft or spacecraft;
- 11.5 **Premises Owned**  
liability for Damage to premises presently or at any time previously owned or tenanted by the Insured;
- 11.6 **Land Occupied**  
liability for 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.

## COVERAGE SECTION C - PRODUCTS LIABILITY

(Occurrence basis: Injury and/or Damage occurring during the Period of Insurance.)

### 12. COVERAGE SECTION C - INDEMNITY

The Insured is indemnified by this Coverage Section in accordance with the Operative Clause against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any country for and/or arising out of Injury and/or 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 directly or indirectly out of Pollution.

### 13. COVERAGE SECTION C - EXCLUSIONS

This Coverage Section does not cover

#### 13.1 Damage to Products

liability for Damage to any Product or part thereof;

#### 13.2 Product Guarantee

liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

#### 13.3 Recall

liability arising directly or indirectly out of the recall of any Product or part thereof;

#### 13.4 Aviation Products

liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery electrics, electronics or controls of any aircraft or spacecraft;

The logo for Marketform, featuring a stylized crest with a crown and two lions holding a shield, positioned above the word "Marketform" in a large, serif font.

## ENDORSEMENTS

### 14. EXTENDED DEFENCE COSTS

The definition of Defence Costs is extended to include

#### 14.1 Emergency Medical Expenses

Reasonable expenses of immediate emergency medical assistance to third parties in respect of Injury for which the Insured is or may become liable and which could result in a claim under this Policy.

### 15. TERRORISM EXCLUSION ENDORSEMENT (AMENDED)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 endorsement also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

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### 16. SEXUAL HARASSMENT EXCLUSION

This Policy does not cover any liability of the Insured directly or indirectly arising out of sexual assault, sexual harassment, sexual molestation, rape or the consequences thereof.

### 17. ASBESTOS EXCLUSION

This Policy does not cover any liability of the Insured directly or indirectly arising out of asbestos or asbestos related products or asbestos dust or fibres.

### 18. FORCIBLE EJECTION EXCLUSION

This Policy does not cover any liability of the Insured directly or indirectly arising out of forcible ejection of any person by third party security guards.

## **19. CANCELLATION AND NON-APPEARANCE EXCLUSION**

This Policy does not cover any liability of the Insured directly or indirectly arising out of the cancellation of the event which is the subject matter of this insurance due to any cause or the non-appearance of any artiste, actor, entertainer, participant, contestant or the like in the event.

## **20. INJURY TO PARTICIPANTS EXCLUSION**

This Policy does not cover any liability of the Insured directly or indirectly arising out of injury to any artiste, actor, entertainer, participant, contestant or the like which arises out of or in the course of their carrying out their activities as such.

## **21. WEAR, TEAR AND ABUSE EXCLUSION**

This Policy does not cover any liability of the Insured directly or indirectly arising out of damage to grounds, pitches, lawns, rugs, floors, furnishings, fixtures, decorations and the like due to normal use, wear and tear or abuse.

## **22. VENDORS PRODUCTS LIABILITY EXCLUSION**

This Policy does not cover any liability of the Insured directly or indirectly arising out of

- a) Second Hand Mechanical and Electrical Goods and Toys
- b) Medicines, Potions, Oils, Fragrances, Soaps and Beauty Products\*
- c) Massage, Manipulation, Chiropractic treatment or similar
- d) Hazardous, flammable or dangerous goods

\* coverage for these products may be considered if their ingredients are predominantly natural.

## **23. MAINTENANCE OF INSURANCE**

The Insured shall ensure that

- a) all sub-contractors and security guards and the like
- b) all third party performers

carry their own separate general liability insurance for at least AUSS\$5,000,000 providing cover at least as wide as the cover provided by this insurance.

## **24. GENERAL SAFETY STANDARDS ENDORSEMENT**

The Insured shall ensure that the premises and equipment are suitable for their intended use by the Insured and that all reasonable precautions are taken to ensure the safety of the premises and equipment, including compliance with all statutory and customary requirements, and a daily safety check of the entire premises and equipment by a member of the Insured's management.

## **25. PRINCIPALS EXTENSION**

In accordance with Clause 5.1 of the Policy, the Underwriters agree to include within the term 'Insured' any Principal in respect of liability arising solely out of the organisation of the event or events to which this Policy relates and not to any liability of the Principal which would arise independently of any contract of such Principal with the Insured.