

Chubb Broadform Liability Insurance Policy Wording

CHUBB®

Contents

Important Notices3
Privacy Statement4
Complaints and Dispute Resolution Process5
Combined Liability Policy Schedule7
Endorsements9
About Chubb in Australia25
Contact Us.....25

Important Notices

Duty of Disclosure

Your 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.

What you do not need to tell us

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.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

Privacy Statement

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to [Our website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our [Privacy Policy](#) for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com.

Complaints and Dispute Resolution Process

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

Complaints and Customer Resolution Service

Contact Details

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

Our response

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

Combined Liability Policy Schedule

Title	Description
Policy Number	01CL550763
Issuing office	Brisbane Office
Insured	Domino's Pizza Enterprises Limited, Domino's Home Delivery Pty Ltd, Domino's Pizza New Zealand Limited, Domino's Pizza Inc., Domino's Pizza International Inc., Silvios Dial A Pizza Pty Ltd, Construction Supply and Service, Various Franchisee & Licensees including subsidiary or controlled companies now or previously existing or hereafter formed or acquired.
Insured Address	C/- Marsh Pty Ltd
Business	Principally Pizza Sales and Delivery, Sale of Food Processing Equipment including Property Owners/Occupiers and all associated activities.
Policy Period	Start: 30/06/2023
	Expiry: 30/06/2024
	Both days at 4.00PM local standard time of issuing office.
Retroactive Date	Errors and Omissions: 30/06/2018
	Excluding known claims &/or incidents.
Limits of Liability	(a) AUD 50,000,000 any one Occurrence
	(b) AUD 50,000,000 in the aggregate in respect of the Insured's Products
Premium	As agreed
Deductible	<p>AUD 1,000.00 each and every Occurrence except for;</p> <ul style="list-style-type: none"> AUD 1,000.00 each and every Occurrence in respect to Property Damage & Personal Injury arising out of or in connection with e-bikes and/or e-scooters and/or bicycles AUD 1,000.00 each and every Occurrence in respect to Property in the Insured's Care, Custody or Control AUD 1,000.00 each and every Claim in respect of cover provided under Errors and Omissions Endorsement AUD 1,000.00 each and every Event in respect of cover provided under Product Recall Expenses Endorsement AUD 10,000 each and every Occurrence in respect of Personal Injury to contractors, subcontractors and labour hire personnel or employee of any contractor or subcontractor of the Insured <p>If more than one Deductible is applicable the greater Deductible amount will apply.</p>

Sub Limit	<ul style="list-style-type: none"> • AUD 500,000 each and every Occurrence in respect Property in the Insured's Care, Custody or Control • AUD 500,000 each and every Claim and in the aggregate in respect of cover provided under Errors and Omissions Endorsement • AUD 1,000,000 each and every Event and in the aggregate in respect of cover provided under Product Recall Expenses Endorsement
Policy Wording	MMA Combined Liability Policy (MMA_CGL_V3.0)
Endorsements	<ul style="list-style-type: none"> • Asbestos (Total) Exclusion (SC_MMA_CGL_V3.0_AE.1) • Data Breach Exclusion (SC_MMA_CGL_V3.0_DBE.1) • Errors and Omissions Endorsement (SC_MMA_CGL_V3.0_EO.1) • Products Recall Expenses (SC_MMA_CGL_V3.0_PRE.2) • Professional Liability (Fee for Service) Exclusion (SC_MMA_CGL_V3.0_PLFSE.1) • Sanctioned Territories Exclusion (SC_MMA_CGL_V3.0_STE.1) • Terrorism Exclusion (SC_MMA_CGL_V3.0_TE.1) • Condition 6.2 Adjustment Of Premium • Vehicle Intoxication Exclusion (SC_MMA_CGL_V3.0_VIE.1) • DIC and DIL Endorsement (SC_MMA_CGL_V3.0_DICDIL.2) • Foreign Entity Loss Condition (SC_MMA_CGL_V3.0_FELC.1)

Endorsements

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsement.

Exclusion 5.1 ASBESTOS is deleted in its entirety and replaced with the following:

5.1 Asbestos

The Insurer shall not be liable in respect of Personal Injury or Property Damage arising from asbestos or materials containing asbestos.

Subject to the terms, conditions and exclusions of the Policy.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsement.

The following additional Exclusion titled DATA BREACH EXCLUSION is added to the EXCLUSIONS section of the Policy:

Data Breach Exclusion

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy.

The Insurer shall not be liable in respect of **Personal Injury** arising out of the:

- (a) modification, corruption, loss, destruction, theft, collection, misuse, extortion of, illegitimate or unauthorised access, restricted or inability to access, or
 - (b) unlawful or unauthorised processing, or
 - (c) disclosure of **Data**.
2. loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains **Data**.

Data Breach Amended Definitions

For the purposes of this exclusion only, the following definitions shall apply:

Data means

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

For the purposes of this exclusion only, Definition 4.16 **Personal Injury** definition is deleted and replaced with:

Personal Injury means

shock, fright, mental anguish, mental injury or mental illness, humiliation, discrimination, invasion of privacy, infringement of intellectual property rights, breach of confidentiality, libel, slander, defamation or other reputational injury.

For the purposes of this exclusion only, Definition 4.17 **Property Damage** is deleted and replaced with:

Property Damage means

- (a) loss of, physical damage to or destruction of tangible property including the loss of use thereof resulting therefrom.

Property Damage shall not include any damage to, loss or destruction of or loss of use of **Data**.

Subject to the terms, conditions and exclusions of the Policy.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsement.

The following Endorsement titled ERRORS AND OMISSIONS is added to the Policy:

Errors and Omissions

1. Errors and Omissions Coverage

The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay as Compensation in respect of Financial Loss solely and directly attributable to any negligent act, negligent error or omission committed or alleged to have been committed by or on behalf of the Insured in connection with the Insured's Products and provided that:

- (a) such act, error or omission occurs:
 - (i) after the Retroactive Date; and
 - (ii) within the Territorial Limits; and
 - (iii) in connection with the Business; and
- (b) the Claim is first made against the Insured and notified to the Insurer after the Effective Date of this Endorsement and prior to the expiry of the Period of Insurance.

2. Errors and Omissions Sub Limit and Deductible

The Insurer's aggregate liability for all Claims under this Endorsement is the amount set out in the Schedule. The Deductible is the amount specified in the Schedule and is payable by the Insured. The Deductible applies to each Claim and is payable by the Insured at such time required by the Insurer. The Insurer's liability to indemnify the Insured under this Endorsement is over and above the Deductible. Nothing in this Endorsement shall extend the Policy's aggregate Limit of Liability as specified in the Policy Schedule.

3. Errors and Omissions Additional Exclusions

The Errors and Omissions Coverage does not cover any liability directly or indirectly caused by, arising out of or in any way connected with:

- 3.1. any Claim made or threatened or in any way intimated against the Insured prior to the commencement of the Retroactive Date of this Endorsement.
- 3.2. any matter notified in whole or in part to the Insurer or any other insurer before the Retroactive Date of this Endorsement.
- 3.3. any Claim arising from circumstances existing prior to the Effective Date of this Endorsement and which the Insured knew or ought reasonably to have known were likely to give rise to a Claim against the Insured.
- 3.4. any alleged or actual breach of a duty owed in the capacity of a director, secretary or officer of a body corporate.
- 3.5. the issuance by an Insured of any prospectus or any other form of public offering.
- 3.6. the insolvency, bankruptcy or liquidation of an Insured.
- 3.7. any failure or omission to effect or maintain insurance.
- 3.8. Personal Injury, Property Damage or Advertising Injury which is covered by the Policy to which this Endorsement applies.
- 3.9. any liability assumed under a contract or agreement unless such liability would otherwise exist at law in the absence of the contract or agreement.
- 3.10. any Claim brought or maintained by or on behalf of:
 - (a) any Insured or parent company of any Insured; or
 - (b) any entity within the same group of companies as the Insured.
- 3.11. the rendering of or failure to render professional advice or service given for a fee.

4. Errors and Omissions Additional/Amended Definitions

The following additional Definitions shall apply:

- 4.1 "CLAIMS" means
 - (a) written demand against the Insured for Compensation; or
 - (b) originating process for recovery of Compensation issued against the Insured.

All Claims that arise from one source or original cause are deemed to constitute one Claim.

- 4.2 “**COMPENSATION**” means monies paid or payable by judgement or settlement together with any liability on the Insured’s part to pay legal costs and expenses for any negligent act, negligent error or omission in respect of which this Endorsement applies.
- 4.3 “**FINANCIAL LOSS**” means any loss which is economic in nature and not consequent upon Personal Injury, Property Damage and/or Advertising Injury.
- 4.4 “**RETROACTIVE DATE**” means the date specified in the Schedule excluding known claims and/or incidents.

5. Errors and Omissions Additional Conditions

Where Conditions of the Policy to which this Endorsement attaches refer to an Occurrence, the same Policy Conditions are applicable in respect of a Claim as defined in this Endorsement.

6. Important Notice – Claims Made Insurance

The cover provided by this Endorsement is provided on a claims made basis. This means that it only covers claims made against the Insured and notified in writing to the Insurer during the Period of Insurance. The Insurance Contracts Act 1984 (Cth) provides that where an Insured gives notice in writing to the Insurer of facts that might give rise to a claim against the Insured as soon as reasonably practicable after the Insured became aware of those facts, the Insurer is not relieved of liability under the Policy in respect of the claim, when made, solely by reason that the claim is made after expiry of the Policy. This is a right which arises solely under the Act and not under the insurance contract. The right does not arise unless the notice in writing is given before the Policy expires.

Subject to the terms, conditions and exclusions of the Policy.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy.

The following additional Endorsement titled PRODUCT RECALL EXPENSES EXTENSION ENDORSEMENT is added to the Policy:

Product Recall Expenses Extension Endorsement

1. Product Recall Coverage

The Insurer will indemnify the Insured for Product Recall Expenses caused by an Event happening within the Territorial Limits during the Policy Period.

2. Limit of Liability

The Insurer's liability to indemnify the Insured under Product Recall Coverage will not exceed the Sub Limit set out in the Schedule in respect of any one Event.

3. Deductible

The Deductible in respect of each Event is specified in the Schedule. The Deductible applies to each Event and is payable by the Insured at such time required by the Insurer.

4. Additional Exclusions

This Endorsement does not cover Product Recall Expenses directly or indirectly caused by, arising out of or in any way connected with:

- 4.1 any Product that can be identified by batch, code or other means, any Product of the same trade or brand name but of different batch, code or other identification from that which is covered under this Endorsement.
- 4.2 inherent deterioration, decomposition, corruption, mutation or transformation of any Product or its packaging.
- 4.3 loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss.
- 4.4 knowledge of the Insured at the inception of this Endorsement of any pre-existing condition of the Product that may result in a claim under this Endorsement.
- 4.5 mislabelling or non-labelling of any Product or any container or packaging in relation to a 'use by' or 'best before' date authorised or required by a government agency or body.
- 4.6 continued use by the Insured of materials that have been banned or declared unsafe by a government agency or body or other responsible body.
- 4.7 errors or omissions of the Insured or any of its employees of which officers or directors of the Insured knew prior to the Event or ought to have discovered on reasonable enquiry.
- 4.8 the Genetic Modification of any Product or ingredient in the Product.
- 4.9 any Product manufactured, sold, handled or distributed more than 12 months prior to the effective date of this Endorsement.

5. Additional Definitions

For the purposes of this Endorsement only, the following Definitions apply.

5.1 Event means

The first discovery by the Insured that the use or consumption of any Product has resulted or may result in Personal Injury or Property Damage which necessitates Recall, but only where such Recall is necessary because of:

- (a) the accidental omission of a substance in the manufacture of the Product;
- (b) the accidental introduction or the accidental substitution of a deleterious substance in the manufacture of the Product;
- (c) error or deficiency in the manufacture, design, blending, mixing compounding or labelling of the Product, but only if such error or deficiency is known or recognised as such in the industry; or
- (d) a ruling of a government or other regulatory body requiring the Insured to recall any Product as a result of any of the matters set out in clauses 5.1(a), 5.1(b) or 5.1(c) above.

However, the matters set out in clauses 5.1(a), 5.1(b) or 5.1(c) need not have occurred where the Product is not manufactured by the Insured provided that the Recall is unintended and unexpected from the standpoint of the Insured.

5.2 Genetic Modification means

The modification of any living organism in which the genetic material has been altered through gene technology.

5.3 Products Recall Expense means

The reasonable and necessary costs incurred by the Insured in relation to any Event for:

- (a) communications to the Insured's customers and to the public including media announcements;
- (b) external advice to prepare such communications;
- (c) transporting any Products from any purchaser, distributor, retailer or user to a place designated by the Insured;
- (d) the hire of necessary additional persons to conduct the duties performed by regular employees of the Insured;
- (e) remuneration paid to regular employees (other than salaried employees);
- (f) expenses incurred by employees for transportation and accommodation;
- (g) the hiring of additional warehouse or storage space;
- (h) properly disposing of the recalled Product and packaging materials that cannot be reused.

5.4 Recall means

The recovery of possession or control of any Product from a purchaser, distributor, retailer or user.

Subject to the terms, conditions and exclusions of the Policy.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsement.

Exclusion 5.11 PROFESSIONAL LIABILITY is deleted in its entirety and replaced with the following:

5.11 Professional Liability (Fee for Service)

The Insurer shall not be liable in respect of the rendering of or failure to render professional advice or service by the Insured or any related error or omission, but this Exclusion 5.11 does not apply to:

- (a) the rendering of or failure to render professional medical advice by Medical Persons employed by the Insured to provide first aid and other medical services on the Insured's premises.

Subject to the terms, conditions and exclusions of the Policy.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsement.

The following additional Exclusion titled SANCTIONED TERRITORIES is added to the EXCLUSIONS section of the Policy:

Sanctioned Terrortories

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable in respect of any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, or United States of America.

Subject to the terms, conditions and exclusions of the Policy.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsement.

The following additional Exclusion titled TERRORISM is added to the EXCLUSIONS section of the Policy:

Terrorism

The Insurer shall not be liable in respect of any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

For the purpose of this Exclusion, "ACT OF TERRORISM" means:
any act, including but not limited to the use of force or violence or threat thereof, of any person, people or group of people, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

Subject to the terms, conditions and exclusions of the Policy.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy.

CONDITION 6.2 ADJUSTMENT OF PREMIUM is deleted and replaced with the following;

6.2 ADJUSTMENT OF PREMIUM (100% Minimum Deposit and Adjustable)

The premium shown in the Policy Schedule is a minimum & deposit premium and adjustable at a rateable factor of \$715 per franchisee store / \$715 per franchisee store at expiration of the Period of Insurance on the actual store locations during the Period of Insurance, subject to the following:

- a) Premium adjustments apply where the difference between the Insured's estimated and actual store locations exceed the completed declaration form at the beginning of the Period of Insurance

It is a requirement of the Policy to provide the Insurer with a fully completed declaration form at the end of the Insured's Period of Insurance declaring the Insured's:

- i. actual turnover and store locations for the expiring period, and
- ii. estimate turnover and store locations for the forthcoming period.

This condition does not apply to Condition 6.4 Cancellation.

Subject to the terms, conditions and exclusions of the Policy.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy.

The following additional Exclusion titled Vehicle Intoxication Exclusion is added to the EXCLUSIONS section of the Policy:

Vehicle Intoxication Exclusion

The Insurer shall not be liable in respect of any claim arising directly or indirectly, caused by, contributed to by, or arising from, or in any way connected with the operation of any Vehicle whilst it is being operated by or in the responsibility of any person:

- (a) under the influence of any illegal substance or intoxicating liquor; or
- (b) in whose blood the level of alcohol, as shown by analysis of the person's breath or blood, is equal to or in excess of that level at which it is an offence to drive or be in charge of a vehicle under the law of the state or territory in which the analysis is conducted; or
- (c) who fails or refuses to provide a specimen or sample of their breath, their blood or their urine for the purpose of analysis when called upon to do so by a member of the police force or other authorized person

Subject to the terms, conditions and exclusions of the Policy.

This endorsement varies the standard terms of your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy.

The following additional Endorsement titled Difference in Conditions/ Difference in Limits Endorsement is added to the Conditions section of the Policy:

Difference in Conditions/ Difference in Limits Endorsement

a) Difference in Conditions

Where a claim is made under an Underlying Policy and is rejected as not being within its policy terms and conditions then this Policy will operate to provide an indemnity but only to the extent the Insurer would have accepted the claim had it been made under this Policy provided however the Insurer shall not be liable to pay the amount of any deductible that would have applied under such Underlying Policy.

It is warranted that the Underlying Policies shall be maintained in full (other than in respect of the erosion of any aggregate Limits of Liability) and that any warranties contained therein shall be complied with.

b) Difference in Limits

In the event that a claim is payable under a Underlying Policy and the total amount of the claim exceeds the limit of liability thereunder this Policy will pay the difference between the Limit of Liability payable under such Underlying Policy and the corresponding Limit of Liability stated in the Schedule.

It is hereby understood and agreed that the terms, definitions, exclusions and conditions contained in or endorsed onto this Policy shall be those used to determine the Insurer s liability under this Difference in Limits Endorsement.

For the purposes of this Endorsement, Underlying Policy shall mean a policy issued as part of the insurance programme for which this document is the Master Policy to an insured company or companies which is not issued as part of the aforementioned insurance programme and which provides cover for any risk(s) which is/are covered hereunder:

Coverage	Insurer	Limit of Liability	Policy Number
Not Advised			

In all other respects this Policy remains unaltered.

This endorsement varies the standard terms of your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully.

This Policy is amended by the following Endorsement, subject to the terms, conditions and exclusions of the Policy.

The following additional Condition titled Foreign Entity Loss Condition is added to the Policy:

Foreign Entity Loss Condition

- a) Notwithstanding anything contained herein to the contrary, the Insurer will indemnify the Insured for an Insured Loss, the value of which is conclusively agreed and shall be equal to:
 - i. where at the time of the Foreign Entity Occurrence the Ownership Interest is a Controlling Interest, the Foreign Entity Loss; or
 - ii. subject to (b) (i) below, where at the time of the Foreign Entity Occurrence the Ownership Interest is not a Controlling Interest, the Ownership Interest multiplied by the Foreign Entity Loss.
- b) if, at the date of the Foreign Entity Occurrence:
 - i. the Insured does not have an Ownership Interest or has an Ownership Interest which is not a Controlling Interest but, in either case, the Insured or an intervening subsidiary is responsible:
 - 1. for reimbursing the Foreign Entity for the Foreign Entity Loss; or
 - 2. for obtaining liability insurance for the Foreign Entity pursuant to some form of responsibility which the Insured or an intervening subsidiary has in relation to the Foreign Entity; or
 - ii. the Insured has an Ownership Interest which is not a Controlling Interest and the Insured or an intervening subsidiary is responsible for obtaining liability insurance for the Foreign Entity, (an "Obligation"),

The Insurer will indemnify the Insured for the Insured Loss, the value of which is agreed and shall be deemed conclusively to be equal to the Foreign Entity Loss to the extent that the Insured has an Obligation to pay.
- c) The Insurer will treat any Foreign Entity Loss in accordance with all of the terms and conditions of this Policy, including, but not limited to, exclusions and other limitations in this Policy, as if the Foreign Entity Loss occurred to the Insured.
- d) Information material to this insurance which is known to the Foreign Entity shall be deemed to be known to the Insured.
- e) The Insured shall, if reasonably within its power and when directed by the Insurer:
 - i. retain in its own name, but at the Insurer's expense, a loss adjusting expert ("loss adjuster"), authorized in the jurisdiction in which the Foreign Entity Loss occurred and approved by the Insurer, to adjust the Foreign Entity Loss;
 - ii. where permitted by applicable law, grant the Insurer the full right to collaborate with such loss adjuster;
 - iii. grant the Insurer full access to any records produced by such loss adjuster; and
 - iv. obtain the right to control the investigation, adjustment, defence and settlement of a Foreign Entity Loss, including access to books, records, bills invoices, vouchers and other information.

- f) The Insured shall make best endeavours to ensure that the Foreign Entity shall, to the extent permitted by the laws and/or regulations to which the Foreign Entity is subject, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief, indemnity or settlement sums from other parties in each case in priority to the insurer with whom the Local Policy is written.

In the event any such recovery is subsequently received by the Foreign Entity in respect of which a payment or settlement is or has been made by the Insurer to the Insured in relation to the Foreign Entity Loss, the Insured shall immediately pay to the Insurer a sum equivalent to such payment or settlement.

- g) Where a claim covered under the terms and conditions of a Local Policy is made under such policy, and is not paid due to the financial impairment of the Local Insurer of the Local Policy, this Policy will provide an indemnity, but only to the extent that the Insurer would have accepted the claim had it been made under this Policy, and (if the Local Insurer is not an Affiliate of the Insurer) less any amount retained by the Local Insurer or ceded to an entity other than the Insurer or an Affiliate of the Insurer.

The Insurer shall not be liable to pay the amount of any deductible that would have applied under such Local Policy. This provision shall not apply to any claim by any conservator, liquidator or statutory successor of any insurer of a Local Policy.

As a condition precedent to the application of this clause (g), the Insured must:

- i. Give the Insurer written notice as soon as reasonably practical after the Insured becomes aware of any financial impairment of any insurer of a Local Policy;
- ii. Pursue all rights available under the Local Policy and take all necessary steps to ensure the Insured under the Local Policy pursues all rights available under the Local Policy;
- iii. Comply with all duties and obligations under this Policy and take all necessary steps to ensure the Insured under the Local Policy complies with all duties and obligations under such Local Policy;
- iv. Submit, if reasonably requested by the Insurer and within the Insured's power to provide, a statement of loss, even if such a statement has already been submitted by the Insured under the Local Policy;
- v. Co-operate with the Insurer, and take all necessary steps to obtain for the Insurer's benefit, all possible recoveries or indemnification from whatever source, including without limit governmental or state entities, including guarantee funds;
- vi. Reimburse the Insurer for any indemnity payment made under this provision if payment is ultimately made with respect to a previously uncollectible claim under a Local Policy.

DEFINITIONS

For the purpose of determining the indemnity granted by this Condition and when used in this Policy (including Endorsements thereof), the following additional Definitions shall apply:

“Foreign Entity” means

an entity (located in a country or territory in which the Insurer is not lawfully permitted to insure that entity) in which the Insured has an economic interest as a result either of benefiting financially from the continued operation of the Foreign Entity or of being prejudiced by loss or damage to or liability of a Foreign Entity or its business or for which the Insured is responsible for arranging liability insurance.

“Foreign Entity Loss” means

the Compensation, Defence Costs and expenses that a Foreign Entity has incurred or become legally obligated to pay because of injury, damage, loss, or liability to which this insurance would apply if the Insured were directly liable for such amounts.

“Insured Loss” means

the decrease in the value of the economic interest of the Insured in the Foreign Entity as a result of the Foreign Entity Loss.

“Local Insurer” means

Any Chubb Group Company or Chubb affiliate or and insurer as notified to Chubb that issues a Local Policy.

“Local Policy” means

a public and products liability insurance policy purchasable by a Foreign Entity from an insurer licenced and authorised to issue and make payments under such policy in the jurisdiction of the Foreign Entity.

“Foreign Entity Occurrence” means

an event which may result in a Foreign Entity Loss.

“Ownership Interest” means

the percentage ownership interest that the Insured has in the Foreign Entity, either directly or through intervening subsidiaries.

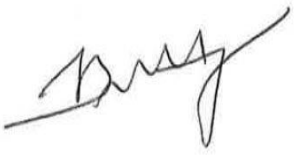
“Controlling Interest” means

an Ownership Interest which is either

- i. greater than 50 per cent.; or
- ii. greater than 15 per cent, provided that such ownership interest is the largest shareholding in the Foreign Entity.

In all other respects this Policy remains unaltered.

This **Schedule** have been signed on behalf of Chubb Insurance Australia Limited



Authorised Signature and Stamp
Ryan Spettigue
Major Accounts, Senior Underwriter

25/08/2023

Date

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at www.chubb.com/au.

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
www.chubb.com/au

Chubb. Insured.SM