

—

Security Industry
POLICY WORDING &
SCHEDULE



Combined General & Products Liability Insurance

1. Insuring Clauses

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

2. Definitions

2.1 "Advertising Injury" means unintentional libel, slander, defamation, infringement of copyright, title or slogan, piracy, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities first published or broadcast during the Period of Insurance.

2.2 "Asbestos" means:

2.2.1 That group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite.

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

And includes Asbestos Products and Products containing Asbestos.

2.3 "Body Hire" means any arrangement, whether or not for reward, where the labour services of any person(s) are provided by their employer to any other entity or person, whether directly or indirectly.

2.4 "Damage" means:

2.4.1 Physical loss, destruction of or damage to tangible property, (other than Product) including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the time of the physical damage that caused it.

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

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

2.6 "Injury" means:

2.6.1 Death, bodily injury, illness, sickness, disease, disability, shock, fright, mental anguish or mental injury to any person;

2.6.2 False arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;

- 2.6.3 Wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;
- 2.6.4 Assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property;
- 2.6.5 The publication or utterance of libel or slander or of other defamatory or derogatory material or publication or utterance in violation of an individual's right of privacy.
- 2.7 "Insured" wherever used in this Policy means the Insured named in the Schedule and any subsidiary company incorporated within the Commonwealth of Australia (including subsidiaries thereof) of the Insured.
- 2.8 "Insured's Business" is the business shown in the Schedule.
- 2.9 "Liberty" means means Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) trading as Liberty Specialty Markets incorporated in Massachusetts, USA (the liability of members is limited)
- 2.10 "Limit of Indemnity" means the amount stated in the Schedule pursuant to Clause 5 of this Policy.
- 2.11 "Money" means current coin, bank notes, currency notes, cheques, credit cards sales vouchers, negotiable securities, postal orders, money orders, unused postage and revenue stamps.
- 2.12 "Occurrence" means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Injury and/or Damage and/or Advertising Injury neither expected nor intended from the standpoint of the Insured. All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.
- With respect to Advertising Injury, all Injury arising out of the same injurious material, regardless of the frequency of repetition or the number or kind of media used, or whether a claim is made by one or more persons, shall be deemed to arise out of one Occurrence.
- 2.13 "Period of Insurance" is the period shown in the Schedule or the period shown within any subsequently issued renewal documentation.
- 2.14 "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, cinders, dust, odours, noise, acids, alkalis, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 2.15 "Product" means any commodity, article or thing (after it has ceased to be in the possession or under the control of the Insured) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the Insured or by others trading under the name of the Insured (including any container thereof other than a motor vehicle).
- 2.16 "Terrorism" means an act or acts:
- 2.16.1 That are violent in nature or are dangerous to human life:
- 2.16.1.1 That are a violation of the criminal laws of the United States of America or Australia or of any State or Territory of the United States of America or Australia or that would be a criminal violation if committed within the jurisdiction of the United States of America or Australia or any

State or Territory of the United States of America or Australia; and that have the apparent intent of:

- 2.16.1.1.1 Intimidating or coercing any civilian population;
- 2.16.1.1.2 Influencing the policy of any government by intimidation or coercion; or
- 2.16.1.1.3 Affecting the conduct of any government by mass destruction, assassination, or kidnapping,

Or

2.16.2 That result in:

- 2.16.2.1 The denial of access to or services from web sites, computer networks, or telecommunications equipment; or
- 2.16.2.2 The malfunction or degradation of web sites, computer networks, telecommunications equipment, or mechanical equipment, or that otherwise interrupt the functioning of web sites or such properties,

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

2.17 "Worker" means any person employed by the Insured or deemed to be employed by the Insured whether pursuant to any Workers' Compensation Law or otherwise.

2.18 "Workers' Compensation Law" means any law relating to compensation for Injury to Workers or employees.

3. Indemnity to Others

Subject to the terms of this Policy and in accordance with Insuring Clause 1, this Policy will extend to pay to or on behalf of:

- 3.1 Any principal, in respect of that principal's vicarious liability for the negligent acts or omissions of the Insured pursuant to Definition 2.7 and arising out of the Insured's business, but this Policy does not extend to the liability of any principal howsoever arising out of the negligence, breach of contract or breach of duty of such principal.
- 3.2 Any director, executive officer or employee of the Insured or, where the Insured is a partnership, any partner of the Insured, but only while acting within the scope of their duties in such capacity.
- 3.3 The officers, committee and members of the Insured's canteen, social, sports, first aid/ medical, fire fighting and employee welfare organisations in their respective capacity as such.
- 3.4 The legal personal representative of any person entitled to indemnity under this Clause 3 in circumstances giving rise to indemnity under this Policy.

Provided always that all such persons or parties shall, whilst not being a party to this contract, observe, fulfil and be subject to the terms of this Policy (insofar as they can apply) as though they were the Insured.

4. Cross Liabilities

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

5. Limit of Indemnity

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

The total aggregate liability of Liberty for any one Period of Insurance for all claims in respect of or in any way connected with the Insured's Product(s) shall not exceed the sum stated in the Schedule.

6. Defence Costs

In addition to the Limit of Indemnity, Liberty will pay all reasonable legal costs and expenses incurred with Liberty's prior written consent in connection with any claim or potential claim for which the Insured is indemnified by this Policy.

Provided that Liberty shall not be liable for legal costs and/or expenses where indemnity is not provided by this Policy.

Provided that Liberty shall not be liable for legal costs and/or expenses for or in respect of representation at any formal legal inquiry involving an accident resulting in Injury or at any coroner's inquiry or defending any proceedings in a Court of summary jurisdiction or defending any criminal or quasi criminal proceedings.

Provided that Liberty shall not pay any legal costs and/or expenses in respect of any Occurrence after Liberty has paid compensation up to the Limit of Indemnity.

Provided further that the legal costs and/or expenses incurred in connection with claims made and/or actions instituted within the United States of America, the Dominion of Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries, shall form part of the Limit of Indemnity and will not be payable by Liberty in addition to the Limit of Indemnity.

7. Exclusions

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

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

- 7.1.4 Damage to any bridge, weighbridge or road, or anything beneath such bridge, weighbridge or road caused by the weight of any motor vehicle or trailer or of the load carried thereon.
- 7.1.5 Damage to any motor vehicle or trailer (not owned, leased or hired by, under hire purchase, on loan or rented to the Insured) temporarily in the Insured's custody or control for the purpose of parking and directly arising out of such parking.
- 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than:
- 7.2.1 Premises (or to contents thereof) temporarily occupied by the Insured for the purpose of carrying out works thereto or thereon, but no indemnity is granted for liability in respect of physical damage to or destruction of that part of any premises on which the Insured is or has been working on if the physical damage or destruction arises from such work.
- 7.2.2 Premises tenanted by the Insured.
- 7.2.3 Directors', employees' and visitors' clothing and personal effects.
- 7.2.4 Other property (not owned by the Insured) but temporarily in the Insured's possession provided:
- 7.2.4.1 No indemnity is granted for liability in respect of physical damage to, loss or destruction of that part of any property upon which the Insured is or has been working on;
- 7.2.4.2 Liberty's limit of liability under this Clause 7.2.4 does not exceed AUD250,000 each and every Occurrence and in the aggregate for any one Period of Insurance.
- Provided further that no indemnity is granted under Exclusion 7.2 in respect of liability assumed by the Insured under any contract or agreement which requires the Insured to effect material damage insurance on premises, property or goods not owned by the Insured.
- 7.3 Loss of Money:
- 7.3.1 Due to shortages resulting from clerical or accounting errors or errors in receiving or paying out;
- 7.3.2 Not discovered within three working days;
- 7.3.3 Arising out of embezzlement or misappropriation by an Insured or any person in the service of the Insured or any other person in collusion with the Insured, the Insured's employees or contractors/subcontractors;
- 7.3.4 From an unattended or unlocked motor vehicle;
- 7.3.5 Whilst such Money is held by the Insured or others overnight.
- Provided that Liberty's limit of liability for any claim arising directly or indirectly out of Loss of Money not otherwise excluded does not exceed AUD100,000 each and every Occurrence and in the aggregate for any one Period of Insurance.
- 7.4 Loss of Keys, provided that Exclusion 7.4 does not apply to the first AUD250,000 of the sum which the Insured is legally liable for each and every Occurrence.

The total aggregate liability of Liberty for all claims covered in any one Period of Insurance in respect of the proviso in Exclusion 7.4 shall not exceed AUD250,000.

- 7.5 The cost of performing, completing, correcting or improving any work undertaken by the Insured.
- 7.6 Costs incurred in or in connection with the repair, reconditioning, replacement, removal or recalling of any Product or component part.
- 7.7 Any Product guarantee or warranty given by or on behalf of the Insured but this exclusion shall not apply to the requirements of any Federal or State legislation with respect to Product safety and information.
- 7.8 Liabilities assumed under the terms of a contract, agreement or warranty unless and only to the extent that the Insured would have been liable in the absence of such contract, agreement or warranty.
- 7.9 Liabilities assumed where the Insured may have been able to recover from another party(ies) but for an agreement between the Insured and such party(ies) where the Insured has waived, released or abandoned any right of recourse or recovery against such other party(ies).
- 7.10 Any Product which is incorporated into the structure, machinery or controls of any aircraft, aerial device, watercraft or hovercraft.
- 7.11 Injury to any Worker.

Provided that if the Insured:

- 7.11.1 Is required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited in amount or not) for such Injury; or
- 7.11.2 Is not required to so insure or otherwise fund such liability by reason only that the Injury is to a person who is not a Worker or "employee" within the meaning of the relevant Workers' Compensation Law or the Injury is not an Injury which is subject to such Law;

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

- 7.12 7.12.1 Any Workers' Compensation Law;
- 7.12.2 The provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination;
- 7.12.3 Employment Practices.
- 7.13 The loss of use of tangible property which has not been physically lost, damaged or destroyed resulting from:
 - 7.13.1 A delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or

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

7.14 Any change in the nature of the Business which:

7.14.1 Occurred during the currency of this Policy; and

7.14.2 Was known by the Insured, or would have been known by a reasonable person in the circumstances, to be likely to increase the risk of Injury or Damage for which indemnity is provided by this Policy.

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

7.15 The rendering of or failure to render professional advice or service or any error or omission connected therewith given for a fee by the Insured or any person covered by Clause 3 of this Policy.

Provided that this exclusion does not apply to the rendering of first aid or medical services on the Insured's premises by medical persons employed by the Insured.

7.16 7.16.1 The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants;

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

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

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

Provided always that exclusions 7.16.1, 7.16.2 and 7.16.3 shall not apply to liability which is directly caused by a sudden, accidental, instantaneous, unintended, identifiable and unexpected happening which takes place in its entirety at a specific time and place.

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

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

7.17.1 Tobacco or tobacco smoke.

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

7.18 7.18.1 Ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self sustaining process of nuclear fission or fusion;

7.18.2 Nuclear weapons material.

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

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

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

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

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

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

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

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

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

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

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

7.20 Ownership, maintenance, operation, possession or use by or on behalf of the Insured of any watercraft the hull of which exceeds eight metres in length, aircraft, aerial device, watercraft or hovercraft.

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

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

7.23 Asbestos.

7.24 7.24.1 Claims made and actions instituted within the United States of America, the Dominion of Canada, their respective territories and protectorates and any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada;

7.24.2 Claims and actions to which the laws of the United States of America, the Dominion of Canada and their respective territories and protectorates apply.

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

- 7.25 Fines, penalties, punitive damages, exemplary damages, liquidated damages and/or aggravated damages.
- 7.26 Any alleged or actual fraudulent, dishonest, malicious, wilful, intentional or criminal act or omission of the Insured or any person covered by Clause 3 of this Policy.
- 7.27 The publication or utterance of any defamatory material or libel or slander:
- 7.27.1 Published or uttered prior to the commencement date of this insurance,
 - 7.27.2 Published or uttered at the direction of the Insured with knowledge of the falsity thereof.
- 7.28 Injury or Damage where the circumstances which give rise to such Injury or Damage result in:
- 7.28.1 The Insured or any contractor/subcontractor,
 - 7.28.2 Any employee of the parties mentioned in Clause 7.28.1 above,
 - 7.28.3 Any person for whose actions any of the parties referred to in Clause 7.28.1 above may be responsible,
- Being found guilty of criminal assault or other criminal charges. Further, Liberty shall have no duty to defend any action, suit or proceeding against the Insured either directly, indirectly or vicariously arising out of any criminal assault or other criminal charge.
- 7.29 The failure of the Insured to fulfill any warranty or representation made, represented or suggested by the Insured.
- 7.30 The failure of any Product to correctly fulfill its intended use or function and/or meet the level of performance, quality, fitness or durability warranted or represented by the Insured.
- 7.31 Crowd control in respect to premises open after 1am.
- 7.32 Injury to any person whilst that person is on Body Hire.
- 7.33 Advertising Injury resulting from:
- 7.33.1 Failure of performance of contract but this shall not relate to claims for unauthorised appropriation of ideas based upon breach of an implied contract;
 - 7.33.2 Infringement of trade mark, service mark or trade name;
 - 7.33.3 Incorrect description of any article or commodity;
 - 7.33.4 Mistake in advertised price.
- 7.34 Claim(s), civil liability, liability, Defence Costs, cost and expenses the subject of a Professional Indemnity Policy. The intent being the Insured can seek cover under either this Security Industry Liability Policy or Security Industry Civil Liability Professional Indemnity Insurance Policy (to the extent applicable) but not both.

8. 8. General Conditions

- 8.1 The Insured shall give written notice to Liberty as soon as possible of any claim under this Policy and shall give all such additional information as Liberty may require.
- 8.2 No admission, offer, promise, or payment shall be made or given by or on behalf of the Insured without the prior written consent of Liberty who shall be entitled but not obligated to take over the conduct in the name of the Insured of the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as Liberty shall require.
- 8.3 This Policy and any endorsements attached to this Policy shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 8.4 The amount shown within the Schedule as a Deductible and/or self-insured retention is the first amount for all claims arising out of any one Occurrence which is to be borne by the Insured.
- 8.5 Liberty may at any time discharge its total liability to the Insured in respect of any one claim or series of claims arising from one Occurrence by paying to or on behalf of the Insured:
- 8.5.1 The total amount in respect of the said claim or claims to which the Insured is entitled to indemnity under this Policy, or
- 8.5.2 The total amount sought by the claimant(s) in the said claim or claims, or
- 8.5.3 The total amount for which the said claim or claims can be settled,
- And in addition to such payment Liberty will pay Defence Costs incurred up to the date of the said payment as provided for by Clause 6 of this Policy.
- Upon such payment, Liberty shall relinquish conduct or control of such claims and be under no further liability under this Policy in connection with such claim or claims or Defence Costs.
- 8.6 This Policy shall be interpreted in accordance with the laws of Australia and all claims for indemnity under this Policy shall be decided in accordance with those laws. All matters arising from or relating to the construction, operation or interpretation of the Policy shall be submitted to the exclusive jurisdiction of the Australian Courts.
- 8.7 The Insured must:
- 8.7.1 Exercise reasonable care that only competent Workers and/or employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.
- 8.7.2 Take all reasonable precautions to:
- 8.7.2.1 Prevent Injury and Damage;
- 8.7.2.2 Prevent the manufacture, sale or supply of defective Products;

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

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

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

8.8 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as Liberty requires and the premium shall be adjusted and any difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply.

8.9 The Insured may cancel this Policy at any time by giving notice in writing to Liberty.

Liberty may cancel this Policy at any time where:

8.9.1 It is entitled to do so pursuant to the *Insurance Contracts Act 1984* or any amendments thereto.

8.9.2 The Insured has failed to notify Liberty of any specific act or omission where such notification is required under the terms or conditions of this Policy.

8.9.3 The Insured has acted in contravention of or omitted to act in compliance with any term of this Policy which empowers Liberty to refuse to pay a claim in the event of such contravention or omission.

Any notice of cancellation given by Liberty shall take effect either at the time when another contract of insurance between the Insured and Liberty or some other insurer (being a contract that is intended by the Insured to replace this Policy) is entered into or at 4pm on the third business day after the date on which notice was given to the Insured by Liberty (whichever is the earlier).

Where the Insured comprises more than one person or company, it is agreed that the named Insured referred to in the Schedule shall be the agent of each of the other Insured persons or companies or others indemnified by Clause 3 for the purposes of receiving any notice of cancellation pursuant to this condition, or any other notice, statement, document or information relating to this insurance Policy.

Where the Insured has an insurance broker, nothing in this paragraph shall restrict Liberty's right to notify the broker as agent of the Insured.

8.10 Notwithstanding anything else to the contrary in the Policy, whenever coverage provided by this Policy would be in violation of any applicable economic, trade or other sanction or law, such coverage shall be null and void and Liberty has no obligation to pay a claim if to do so would breach that sanction or law.

8.11 The Insured undertakes to secure and keep secured all firearms and ammunition when not in use.

8.12 Each Insured agrees that Liberty may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act or otherwise.

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

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

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

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

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

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

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

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

8.14 Liberty is a branch of Liberty Mutual Insurance Company (LMIC), a stock insurance company incorporated in Massachusetts USA. LMIC is an indirect subsidiary of Liberty Mutual Holding Company Inc. (LMHC), a Massachusetts USA mutual holding company. Notice is hereby given that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA.

This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at www.libertymutual.com, by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

Signed on behalf of Liberty Specialty Markets

For and on behalf of
Liberty Specialty Markets

Date