

**THIRD PARTY PROPERTY DAMAGE LIABILITY WORDING (Reference: L170743-TPPD)**

**Certificate Documentation**

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## **Introduction**

This document contains information designed to help You decide whether to buy this Insurance product. After you have read it thoroughly and you decide to buy insurance from us, keep this Certificate Wording and Product Disclosure Statement in a safe place together with all Certificates of Insurance/ Certificate Endorsements We issue in the future, as they will form Your Contract of Insurance with Us.

## **Your Duty of Disclosure**

Under the Insurance Contracts Act 1984, You have a Duty of Disclosure. The Insurance Contracts Act requires that before a Certificate is entered into, You must give us certain information that We need to decide whether to insure You and anyone else to be insured under the Certificate, and on what terms. Your Duty of Disclosure differs depending on whether or not this is a new Certificate.

### New Business

You will be asked various questions when You first apply for the Certificate. When You answer these questions You must:

- 
- Give Us honest and complete answers,
- Tell Us everything that You know, and
- Tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

### Renewals, Variations, Extensions and Reinstatements

When You renew, vary, extend, reinstate or replace the Certificate, it is Your duty to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to You which:

- You know, or,
- A reasonable person in the circumstances could be expected to know, or,
- Has caused a change to the original details You provided to Us.

All of which is relevant to Our decision to insure You, calculate the premium, or whether any special conditions need to apply to the Certificate.

You do not have to tell Us about any matter: -

- That diminishes the risk
- That is of common knowledge
- That we should know about in the ordinary course of our business as an insurer, or
- Which we indicate we do not want to know about.

If You do not comply with Your Duty of Disclosure We may cancel the Certificate or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Certificate as if it never existed and pay nothing.

## **Privacy**

The Australian Privacy Act 1988 regulates the way We can collect, handle, store and disclose Your personal and sensitive information in order to decide whether to issue a Certificate, determine terms and conditions of the Certificate, compile data and handle claims.

We will only use and disclose Your personal information for a purpose You would reasonably expect. For example, in handling claims We may have to supply Your personal information to third parties such as other insurers, reinsurers, external claims data collectors, loss adjusters, investigators and agents or other parties as required by law. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

By providing Your personal information to Us, You consent to Us making these disclosures. Without Your personal information We may not be able to issue insurance cover to You or process Your claim.

We do not trade, rent or sell your information.

You also have the opportunity to find out what personal information We hold about You and when necessary, correct any errors in this information. Please contact Us if You would like to obtain access to, or amend Your personal information or feel that the information We currently have is incorrect or incomplete or believe that the privacy of Your personal information has been interfered with.

In these cases You are entitled to raise your concerns, Your complaint will be managed and resolved through Our internal Privacy Complaint Procedure.

Should You wish to obtain more information about Our Privacy Principles and procedures please contact Us.

### **General Insurance Code of Practice**

The General Insurance Code of Practice was developed by the Insurance Council of Australia (ICA) to further raise standards of practice and service across the insurance industry. Lloyd's of London fully supports these standards that are set out in the code.

You can obtain more information on the Code of Practice by contacting Us.

### **Complaints & Dispute Resolution**

We will do everything possible to provide quality service to You. However, we recognise that occasionally there may be some aspects of Our service or a decision We have made that You may wish to draw to Our attention.

If our staff cannot resolve the matter with You immediately, Our Complaints and Dispute Resolution Procedure undertakes to provide an answer to Your complaint within 20 working days. If You have a complaint, please forward the details of Your concern in writing to Us to the following address;

The Compliance Manager  
H. W. Wood Ltd  
The Baltic Exchange  
38 St. Mary Axe  
London EC3A 8BH  
United Kingdom  
Tel: +44 (20) 7398 9000  
Fax: +44 (20) 7398 9001  
Email: [compliance@hwint.com](mailto:compliance@hwint.com)

If You are not happy with Our answer, or We have taken more than 20 working days to respond, You may take Your complaint to the Insurance Ombudsman Service who are an independent body to whom we subscribe to assist with resolution of disputes.

This service resolves certain disputes between consumers and insurers and will provide an independent review at no cost to You.

## Definitions

You need to know and understand what We mean by certain terms contained in Your Certificate:-.

“We”, “Our” or “Us” means Certain Underwriters at Lloyd’s as stated in the Certificate Schedule

“You” or “Your” means the Name of the Insured as stated in the Certificate Schedule in connection with:

- the circumstances in which entitlements to benefits arise (including the application of any exclusions);
- the general conditions and limitations; and
- notification and disclosure obligations.
- the obligation to pay the premium.

“Vehicle” means any type of machine, driven by wheels or track, made to be propelled or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine designed to be used on land only (not to be used on rails, tram tracks or cables).

“Certificate” refers to The Certificate of Insurance or any Certificate Endorsement We give You.

“Period of Insurance” refers to the duration of this Certificate as stated in the Schedule.

“Certificate of Insurance” refers to the certificate issued.

“Substitute Vehicle” refers to a vehicle not owned or belonging to You which is used by You with the owner’s consent whilst Your vehicle(s) cannot be used because it is undergoing repairs or service or is not drivable.

“Carrying Capacity” refers to the maximum allowed weight Your vehicle is able to carry excluding the vehicles’ actual weight.

“Airside” is defined as the section of an airfield where aircraft are situated and operated. An airfield is defined as an area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.

“Plant Equipment” refers to static pieces of equipment used in construction or earthmoving industries that cannot move under their own power eg., crushing plants etc.

“Excess” (sometimes referred to as “Deductible”) is the amount that You must contribute to each and every claim.

### **The Certificate - Third Party Property Damage Liability Only**

Provided You have paid to Us the required premium, and provided Your vehicle was declared to Us in accordance with the State or Territory laws, and the loss occurs within the Certificate Period of Insurance, We will pay all amounts up to the liability limit of AUD20,000,000 per event which You or any person who is driving, using or in charge of Your vehicle with Your consent, may be held liable to pay for damage to property and/or loss of use of property as a result of an accident arising out of:-

- a) The use of Your vehicle or any trailer attached to the vehicle whether or not it belongs to You,
- b) Goods falling from Your vehicle,
- c) Your use of a substitute vehicle while Your vehicle is being serviced, repaired or is not driveable provided always that;
  - Only one substitute vehicle is used at any one time, in place of Your vehicle, and
  - The substitute vehicle is not already covered under another Certificate of Insurance, and
  - That You have the owner's permission to drive the non-owned substitute vehicle, and
  - You notify Us within 5 working days of the substitution.

The maximum We will pay, inclusive of all legal costs and expenses (incurred with Our written consent) is AUD20,000,000 any one occurrence unless a different specific amount is shown in the Certificate Schedule against "Limit of Liability".

#### **Additional Benefits**

##### **Additional Interests**

This Certificate includes the interests of owners, mortgagees, financiers, lessors, trustees and all other parties as specifically advised by You and as noted on the Certificate Schedule.

##### **Contractual Liability**

We will indemnify You for liability arising under any undertaking or indemnity given or contracted by You provided that such liability would have attached notwithstanding such undertaking or indemnity.

##### **Cross Liability / Release / Subrogation Waiver**

"You or Your" will be considered as applying to each party comprising the Insured in the same manner as if that party were the only party named as the Insured. We will waive all rights of subrogation or action that We acquire against any such party, unless such action is a deliberate act by one of the parties.

##### **Loading and Unloading of Your Vehicle**

We will provide cover under the terms and conditions of this Certificate if You are responsible for accidental damage to someone else's property caused by the loading or unloading of Your vehicle (including the use of cranes attached to Your vehicle) whilst loading and unloading either directly to, or, directly from a place of fixed rest beside Your vehicle. Cover does not extend to the goods being loaded or unloaded.

## General Exclusions

The Certificate will not provide cover:-

1. If Your vehicle is being used for the transportation of dangerous goods as defined in the Australian Code for the transportation of dangerous goods unless the Certificate Schedule states that a Hazardous Goods Limit applies.

2. For punitive, exemplary or aggravated damages.

Notwithstanding any other provisions of this Certificate, We will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part ~~under paragraphs 1 or 2 hereof~~.

3. For claims directly or indirectly arising out of the discharge, release, seepage or escape of pollutants, or other contaminants into or upon buildings, or other structures, water, land, or the atmosphere.

4. For loss or damage caused by the use or escape of any nuclear material or nuclear waste, ionising particles, radioactive material, biochemical and/or hospital waste and caseinogens.

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

6. For loss, damage, cost or expense directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving

(a) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or

(b) any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

7. For loss or damage to property caused by vibration from or removal of support structures, by Your vehicle.

8. For any liability if Your vehicle is unregistered, unless such vehicle and/or unit has been previously agreed by Us in writing.

9. For any liability arising out of the use of Your vehicle 'airside' or at a recognised airfield.

10. For personal or bodily injury of any kind.

11. That is in violation of any political, economic or trading sanctions which prohibits Us from providing insurance under this Certificate under United Nations resolutions or laws and regulations of the European Union, United Kingdom or United States of America.

### Specific Exclusions

The Certificate will not provide cover:-

1. If Your vehicle is driven by any person with Your consent who is not licensed to drive such a vehicle under all relevant laws, by laws and regulations.
2. If Your vehicle is driven by any person: -
  - a) Whose faculties are impaired by any drug or intoxicating liquor, or
  - b) Who is convicted of driving under the influence of intoxicating liquor or any drug at the time of the accident, or
  - c) With a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law, or
  - d) Who refuses to provide or allow a specimen of breath, blood or urine to be taken for testing or analysis as required by the law of any State or Territory.

However, We will pay if You prove You did not know or could not reasonably be expected to know that the driver of the Your vehicle was so affected or refused to undergo an appropriate test at the time of the accident.

3. If Your vehicle is used in an unsafe or un-roadworthy condition and this condition contributed to, or caused the loss, unless such condition could not have been easily detected by You under normal inspection and/or servicing of the vehicle.
4. For liability if Your vehicle is conveying a load, or, carrying a number of passengers in excess of that for which the vehicle was designed.
5. For liability caused by or materially contributed to by Your own criminal act.
6. If the liability, cost or expense of any nature directly or indirectly is caused by, contributed to, resulting from, or in connection with any of the following events: -
  - a) War
  - b) Hostilities by Foreign Countries
  - c) Civil war, Rebellion or Insurrection
  - d) Military or usurped power
  - e) Sacking Pillaging or looting
  - f) Riots, Strikes or Demonstrations
7. If Your vehicle is used: -
  - (a) in connection with the motor trade for experiments, tests, trials, demonstration or breakdown purposes.
  - (b) for the conveyance of passengers for hire, fare or reward except for registered fare paying passenger carrying vehicles such as buses and coaches.
  - (c) for or being tested in preparation for any race, trial, test, contest or other motor sport.
8. For liability whilst Your vehicle is being used on rails or otherwise not on firm ground.
9. For liability caused by the use of a fuel system in You vehicle that does not comply with the relevant Australian Standard or if incorrect fuel is used in Your vehicle.
10. For liability whilst Your vehicle is being operated with illegal modifications that do not comply with any Machinery Act or Australian Design Standards.
11. For liability whilst Your vehicle is being used in underground excavation or underground mining.
12. For liability if any Prime Mover covered under this Insurance is, at the time of an accident, being driven by, or in the control of a person who is under 23 years of age and/or has been licensed for that vehicle class less than 2 years unless previously agreed by Us in writing.
13. For liability if any Rigid Motor Vehicle with a carrying capacity in excess of 10 tonnes covered under this Insurance is, at the time of an accident, being driven by, or in the control of a person who is under 21 years of age and/or has been licensed for that vehicle class less than 2 years unless previously agreed by Us in writing.

14. For liability directly or indirectly caused by escape of fire from Your vehicle(s) or Plant Equipment, unless such fire has been caused by a collision or overturning of Your vehicle(s) or Plant Equipment.
15. For liability directly or indirectly arising from Plant or Machinery when being used a Tool of Trade. For the purposes of this Exclusion, "Tool of Trade" is defined as a vehicle which a tool or plant forming part of, attached to, or used in connection with the vehicle, while such tool or plant is engaged on a worksite.

### **Conditions**

The following Conditions apply to all Sections of this Certificate.

**1. Cancelling the Insurance**

- a) You may cancel this Certificate at any time by providing a written notice of cancellation to Us.
- b) We may cancel this Certificate by informing You in writing by giving You , three (3) days notice of the date from when the Certificate will be cancelled. The notification may be delivered personally, emailed, faxed or posted to You at the last known address You have provided to Us.

In either case above, We will refund premiums for each day of the unexpired Period of Insurance for which You have previously paid. We may deduct a 10% cancellation fee from any refunded premium.

**2. Changing the Certificate**

If You want to make a change to Your Insurance Certificate, the changes only become effective when We agree to the changes and We confirm the changes in writing.

**3. Responsibilities of Other Interested Parties**

Any person whose interests You have told Us about and We have noted on Your Certificate Schedule is bound by the terms and conditions of this Certificate. We may refuse a claim if You or any Interested Party is in breach of any of the terms and conditions of this Certificate.

You must not transfer any interests in this Certificate without obtaining Our prior written consent.

**4. Changes to information previously provided.**

You are required to immediately notify Us in writing of any changes to the information or circumstances from those disclosed by You on the proposal form, which may increase the risk of loss, damage or injury.

**5. Other Insurance or Co-insurance**

You are required to notify Us in writing if during the course of the Period of Insurance, You effect any other Insurance which covers liability arising out of the use of Your vehicle(s) in whole or in part. You must render all reasonable assistance to Us in order that We may obtain a full or partial recovery from any other Insurer.

**6. Late Lodgement of Claims and how it affects the Certificate.**

When calculating the renewal premium, all claims that occur during the Period of Insurance will affect the upcoming years renewal premium.

In addition, if You report an incident or loss after renewal terms are advised, We reserve the right to revise and alter the renewal premium.

If the Certificate has already been renewed and a claim(s) has been reported that occurred within the previous Period of Insurance, We reserve the right to charge any additional premium relative to the reported loss or to reduce the Period of Insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification. It may also affect whether or not We choose to renew the Certificate.

If You are a new customer and We have received information that You have had claims under a previous Period of Insurance with a previous Insurer that were not notified to Us, or that claims were lodged with that Insurer after the new Certificate was issued, We reserve the right to charge any additional premium relative to the reported loss or to reduce the Period of Insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification. It may also affect whether or not We choose to insure You.



**7. Duty of Care**

We may not pay a claim if You do not take all reasonable precautions to avoid or prevent the loss, damage or injury from occurring. This includes securing Your vehicle against unauthorised entry when it is unattended. It is also a condition of this Certificate that Your vehicle is / are kept in good repair.

**8. Rights of Subrogation**

When You make a claim under this Certificate, We have the right to recover any money paid by Us, from any person whom You may be able to hold liable. We will have full discretion in the conduct, defence or settlement of any claim and to take any action in Your name. You and any other party entitled to cover under this Certificate must give all information and co-operation that We may require.

**9. Claims**

(a) If anything occurs that may give rise to a claim under this Certificate or You may reasonably expect to give rise to a claim, You must:

- i) Notify Us immediately advising full details of any accidental loss, damage or anticipated or alleged liability. This can be done either verbally or in writing by completing a claim form which will be supplied to You when requested. Any correspondence You receive regarding the accident or event must be sent to Us immediately.
- ii) Not admit guilt or liability, or make any promise or offer settlement or payment in connection with any claim.
- iii) Depending on the laws of the State or Territory in which the accident occurs;
  - Contact the police if any person was injured.
  - Request the police to attend the scene of the accident.
  - Attend the local police station to complete the applicable report if the police inform You that it is not necessary for them to attend the scene of the accident.
  - You must notify the police immediately if Your vehicle has been maliciously damaged or stolen.

(b) You must tell Us immediately of any notice of impending prosecution or details of any inquest or official inquiry

(c) You must co-operate with Us fully if We decide to take action in the recovery of any money from any other person.

(d) We must have the right to recover from any person, on Your behalf, the amount of any claim paid under this Certificate and We must have full discretion in the conduct, settlement or defence of any claim.

(e) We will be solely responsible for deciding whether You have contributed to the cause of an accident.

**10. Excess Conditions**

The Excess (sometimes referred to as Deductible) is the first amount that You must contribute to any claim made under this Certificate. You have to pay the Excess to Us before We can proceed with the claim or pay it to another party such as a Repairer.

**11. Several Liability Notice**

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

**12. Premium Payment Clause**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

You undertake that the premium will be paid in full to Us within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to Us by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) We shall have the right to cancel this contract by notifying You via Your Broker in writing. In the event of cancellation, premium is due to Us on a pro rata basis for the period that We are on risk but the full contract premium shall be payable to Us in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that We shall give not less than 15 days prior notice of cancellation to You via Your Broker. If the premium due is paid in full to Us before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

### 13. **Australia Terrorism Insurance Act 2003 Notice**

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

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### 14. **Lloyd's Australian Disputes Resolution Clause**

In the event that a dispute arises between Underwriters and the Insured/Reinsured out of or otherwise in relation to this agreement, then:

- (a) Any party to the dispute shall, without prejudice to any other right or entitlement they may have, give written notice to the other party (the "**Dispute Notice**") requiring them within 7 days of this notice to negotiate (whether in a face to face meeting or by teleconference) in good faith as to how the dispute can be resolved;
- (b) If a dispute is not resolved within 10 days of the Dispute Notice, either party can request the other party within a further 10 days to agree on either:
  1. a process for resolving the dispute through means other than litigation or arbitration, such as further negotiation, mediation, or any other alternative dispute resolution technique. The rules governing any such technique shall be agreed as between the parties and where no such agreement as to the process and or guidelines is reached within 10 days, then it shall be by mediation by a mediator selected by the Chairperson for the time being of Lawyers Engaged in Alternative Dispute Resolution (**LEADR**) (or other appropriate professional body as agreed by the parties); or

2. referral of the matters in dispute to an independent expert for an expert determination. The parties agree that they will not be bound by the determination of the expert. The expert:
- (a) will be a person agreed between the parties within 10 days of the dispute being referred to expert determination or failing this, the expert will be a person appointed by the Australian Insurance Law Institute (or other appropriate professional body as agreed by the parties);
  - (b) will act as an expert and not as an arbitrator;
  - (c) will proceed in such a manner as he or she thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
  - (d) will take into consideration all documents, information and other written and oral material that the parties place before him or her including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute; and
  - (e) will act with expedition to provide the parties with a determination in writing within 35 days of the referral to him or her of the matters in dispute.

Both parties must use their best endeavours to achieve resolution by the selected process and further agree that neither party will initiate litigation (as set out in clause (c) below) without first pursuing such informal resolution techniques in good faith;

In the event that the dispute is not resolved by such informal process within 35 days of the Dispute Notice (or such other period as agreed in writing between the parties) the dispute shall be referred to litigation.

- (c) Following either a mediation or an expert determination pursuant to clause (b) of this provision, either party may then initiate proceedings in any competent Court in the Commonwealth of Australia in relation to the matters in dispute.

Such proceedings may only be commenced on 14 days written notice to the other party and shall be determined in accordance with the law and practice applicable in such Court.

Any summons, notice or process to be served upon Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Level 9, 1 O'Connell Street, Sydney, New South Wales 2000, Australia

who has authority to accept service and to appear on Our behalf.

If proceedings are instituted against any one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

- (d) Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the Policy while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this agreement.
- (e) Each party must use its reasonable endeavours to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is a minimal effect on the ability of either party to perform its obligations under the Policy.
- (f) Notwithstanding anything in this schedule, either party may at any time commence Court proceedings in relation to any dispute or claim arising under, or in connection with the Policy where the party seeks urgent interlocutory relief.

**15. Institute Extended Radioactive Contamination Exclusion Clause**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

CL 356 A 1/11/02

**16. Institute Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 any chemical, biological, bio-chemical or electromagnetic weapon
  - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

CL.365 1/11/02

**17. Automatic Acquisitions and Deletions Clause**

It is understood and agreed that the number of Units requiring Third Party Property Damage Insurance may be increased during the Period of Insurance and the Certificate is accordingly extended to include Units of a nature similar to that insured hereunder which is/are acquired by You provided all such Units are reported to Us within 30 days from the date of acquisition or inception of the Insurance and an additional premium is paid at the rates pre-agreed by Us, pro-rata for the period from the date of the acquisition through to the expiry date of the Insurance.

Provision is likewise extended to allow for the automatic deletion of scheduled Units no longer requiring Third Party Property Damage Insurance provided all such deletions are reported to Us within 30 days from the date of disposal or sale. A return premium will be paid pro rata for the period from the date of the sale or disposal through to the expiry date of the Insurance.

**18. Definition of Hazardous Goods Endorsement**

If a Hazardous Goods Limit is stated in the Schedule, Hazardous Goods shall be defined as Goods which are either codified under the 'Australian Code for the Transport of Dangerous Goods by Road and Rail', or

- (a) any liquid fuel, liquid gas, toxic chemicals, acids, flammable substances below 22.7 degrees Celsius Flash Point, compressed gases, organic peroxides, explosives, or
- (b) any other oxidising, infectious or radioactive substances/materials, or
- (c) the conveying motor vehicle or trailer requires a special licence or registration with or by a Government or Public Authority.

**19. Choice of Law**

In the event of a dispute arising under this Certificate, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

All other terms, conditions and exclusions remain unaltered.