



General and Products Liability Policy
Project Insurance

PROJECT:

PERIOD:

PRINCIPAL INSURED:

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General and Products Liability - Project Insurance Policy

Introduction

In consideration of the Named Insured having paid or agreed to pay the Premium, the Insurer agrees to indemnify the Insured to the extent provided herein subject always to the Limits of Liability and Sub-limits of Liability of this Policy.

This Policy incorporates the Introduction, Insuring Clauses, Schedule, Sections, Definitions and Interpretation, Conditions, Extensions, Exclusions, Endorsements and any other terms herein contained, which are to be read together. The Insurer agrees that this Policy and any subsequent attaching Endorsements are accepted as their own.

The liability of the Insurer will in no case exceed the Limits of Liability and Sub-limits stated in the Schedule or elsewhere in this Policy.

Signed for and on behalf of the Insurer:

Insurer	Policy No.	Proportion %	Signature	Place	Date
Self-Insurance Corporation of NSW	100		Sydney

Schedule

Named Insured: [REDACTED]

Insured: [REDACTED]

This Policy also insures other parties as specified in the definition of the Insured herein.

Insured Project: All works of any kind or description undertaken by or on behalf of the Named Insured and commenced during the Policy Period in respect of **(Contract Name and Address)**

Policy Period: From: [REDACTED]
To: [REDACTED]
Both dates at 4:00pm Local time at Sydney, NSW

Defects Liability Period: [REDACTED] Months in respect of the initial Defects Liability Period.

Performance Testing Period: [REDACTED] Month/s

Geographical Scope: Anywhere in the Commonwealth of Australia (and any overseas locations but only if agreed by the Insurer prior to risk being covered)

Limits of Liability: (clause 18) Limit of Liability each Occurrence and in the aggregate during the Period of Insurance for all Occurrences in respect of Products only: [REDACTED]

Clause 2 - Defence and other costs are in addition to these limits.

Nominee for Insurer Notices: (clause 23(c))

Nominee	Address
Jardine Lloyd Thompson	Level 11, 66 Clarence St Sydney

Nominee for Legal Service: (clause 33(c))

AAI Limited trading as GIO
18 Jamison Street, Suncorp Place, Sydney

Loss Adjuster(s): (clause 31)

The Insurer authorises the following companies to adjust any claim under this Policy, or as otherwise agreed by the Insurer and the Insured:

- Technical Assessing
- Harrison Grey

Underlying Insurance Not Applicable

JLT's address for Notices:
(clause 23)

Notices under this Policy to be sent to:

Jardine Lloyd Thompson Pty Ltd
Level 11, 66 Clarence Street
Sydney NSW 2000
Att: Jonathan Frost
E-mail: Jonathan.frost@jlta.com.au
Phone: 02 9290 6706

Currency:
(clause 32)

Australian dollars

Excess:
(clause 19)

(inclusive of Defence and other costs in Clause 2)
As agreed

..... for Worker
to Worker claims

..... for all
other claims

Premium:
(clause 24)

As agreed

Definitions and Interpretation

The following Definitions will apply to this Policy.

Aircraft means any craft or machine made or intended to fly or become airborne or move in or through the atmosphere or space.

Advertising Injury means:

- i. libel, slander or defamation;
- ii. infringement of copyright or of title or of slogan;
- iii. piracy or unfair competition or idea misappropriation under an implied contract;
- iv. invasion of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities or any advertising activities conducted on behalf of the Named Insured, in the course of advertising the Contract, Business, goods or services.

Business means the Insured Project stated in the Schedule including the provision and management of canteens, social, sports and welfare organisations for the benefit of the Insured's Employees, first aid, security, fire and ambulance services and maintenance of the Insured's premises and provided in connection with the Insured Project.

Contract means any contract or agreement or work undertaken by or on behalf of the Insured in connection with the Insured Project.

Contract Types

Where appearing in this Policy, the following Contract Type definitions apply.

Dams, means dams, weirs and hydroelectric projects involving the construction of dams or weirs.

Off-Shore Works means works which are not land based or not to be connected to land on completion and which are located in excess of 5 kilometres from the nearest land. The term shall include oil rigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Works Contract.

Tunnelling means the construction of underground passageways, subways and/or roads used for the movement of pedestrians or vehicular traffic that is open at both ends, and is constructed by boring, drilling, excavating or digging through the earth, but shall not include Horizontal Directional Drilling Contracts, or work to existing tunnels which do not involve the above construction techniques.

Horizontal Directional Drilling means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment. This definition does not include tunnels of the type and/or use defined in Tunnelling

Underground Mining means works specifically related to underground mining. The term shall not include contracts involving alluvial, open cut or hydraulic mining or quarrying.

All Other Works shall mean any other works not referred to above.

In the event of a Contract or project comprising more than one Contract Type, the Contract Type shall be deemed the Contract Type with the largest contract and materials value.

Contract Value means the total value of work and construction costs incurred by or on behalf of the Insured in respect of the Insured Project. It includes the value of principal supplied and other free supplied materials if liability for such work is required to be insured under this Policy. The Named Insured and/or Insured may reduce the Contract Value by subtracting the non-recurring construction costs.

Period of Insurance means:

- (1) **Construction Period** means the period commencing with the entering into of each Contract, provided such Contract is entered into during the Period of Insurance, until at the option of the Insured:

- (i) the Contract Works have been formally accepted in their entirety by the principal or owner as having achieved practical completion and completed any relevant commissioning and/or performance testing periods, notwithstanding the fact that portions of the Contract(s) may have been handed over, put into use or accepted by the principal or owner prior to that time; or
- (ii) with respect to each separable portion of the Contract Works, the time it is taken over and put into use by the principal or owner and completed any relevant commissioning and/or performance testing periods.

(2) Defects Liability Period means the period described in any Contract during which an Insured is legally obliged to rectify defects, shrinkages, errors, omissions or other faults and/or to complete its obligations under such Contract (the initial Defects Liability Period), which includes a further period, following rectification of defects under the initial period.

Employee means any person under a contract of service or apprenticeship with the Insured.

Insured means:

- (a) the Named Insured stated in the Schedule
- (b) the Government Agency and/or department for all contracts declared to SiCorp for the purpose of this insurance.
- (c) any Government Agency and/or department of any Named Insured, or any other government or non-government organisation under the control of any insured party and over which it is exercising active management.
- (d) any parent or subsidiary company (including subsidiaries thereof) of any insured party and any other organisation under the control of the Insured and over which it is exercising active management, whether now or hereafter incorporated;
- (e) if not a Named Insured, any of the following persons or entities for whom or for which the insured parties above are obliged to arrange insurance by virtue of a Contract or assumption of responsibility, but only to the extent required by such Contract or assumed responsibility and in any event only for such coverage and Limits of Liability as provided in this Policy;
 - i. principal or owner or agent of the principal or owner or joint venture partner;
 - ii. construction manager or project manager;
 - iii. contractor or sub-contractor of any tier subject to the limitations in (iv) and (v);
 - iv. architect, engineer or other consultant, but only in respect of their on-site, manual activities;
 - v. vendor or manufacturer, but only in respect of their on-site, manual activities;
 - vi. lessor, financier, mortgagee or trustee;
 - vii. government body not included in i to v. above;
 - viii. other party with an insurable interest in the Insured Project not included in the above
 - ix. alliance partners in respect of works undertaken under alliance agreements;

For the purposes of this policy those Insured specified in iv. and v. above are not considered to be included under any other Insured definition.

- (f) any director, executive officer, Employee, partner, contract staff, or member of any safety, security or medical facility of any of the Insured's whilst acting as such;
- (g) any office bearer or member of any social, sporting, or welfare facility of any of the Insured's whilst acting as such; and

all for their respective rights, interests and liabilities.

JLT means Jardine Lloyd Thompson Pty Ltd, ABN 69 009 098 864.

Local Time means the Official Government Time set on Co-ordinated Universal Time (UCT) (which includes daylight savings time where observed) at the designated place stated in the Schedule.

Occurrence means an event including continuous or repeated exposure to conditions that result in Personal Injury, Property Damage or Advertising Injury where such injury or damage is neither expected nor intended from the standpoint of the Insured.

Policy Period means the period stated in the Schedule, and shall include any subsequent periods for which the Insurer has agreed to renew this Policy.

Personal Injury includes:

- (a) bodily injury, illness, disease, disability, shock, fright, loss of consortium, loss of amenities, mental anguish or mental injury, including any resultant death;
- (b) false arrest, false imprisonment, wrongful detention, malicious prosecution and humiliation;
- (c) the publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
 - (i) when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this Policy; or
 - (ii) when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured;
- (d) nuisance, wrongful entry or wrongful eviction or other invasion of the right to private occupancy;
- (e) 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.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products means anything after it has left the custody or control of the Insured, which has been or is deemed by law to have been manufactured, grown, produced, processed, formulated, built and/or constructed, assembled, erected, installed, sold, supplied, imported, exported, distributed, treated, serviced, altered or repaired by the Insured, which includes the Insured Project or other works performed by the Insured, containers, labels and packing materials, directions, instructions and advice given or omitted to be given in connection with such Products. Works shall be deemed to be a Product only after expiry of the Construction Period and after they have left the custody or control of the Insured.

Property Damage means:

physical loss or destruction of or damage to tangible property including the loss of use (total or partial) or any consequential loss resulting therefrom; or

total or partial interruption of or interference with or loss of use of or deprivation of premises, property, services, facilities, trade or vehicular or pedestrian traffic or the like.

Underlying Insurance means a policy of insurance arranged by or on behalf of an Insured either voluntarily or pursuant to a contract (which may include a policy(ies) arranged by joint venture partners, principals, contractors, etc.) that provides cover to the Insured for a risk, which save for the Underlying Insurance, would be covered by this Policy. Underlying Insurance includes but is not limited to those policies identified in the Schedule.

Vehicle means any type of machine on wheels or intended to be propelled by other than manual or animal power and any trailer made or intended to be drawn by any such machine whilst attached thereto.

Watercraft means any vessel, craft or thing in excess of 12 metres in length (measured at the waterline) made or intended to float on or travel on or through water.

Worker to Worker Liability means:

legal liability of the Insured in respect of recoveries of any payments by any workers' compensation insurer under the provisions of any workers' compensation legislation or policy, or at common law; or

a claim made by an injured worker (as defined by the relevant workers' compensation legislation) against any Insured other than the worker's direct employer.

solely in respect of workers undertaking work on the Insured Project.

Excess means:

The Insured shall retain the amount specified as the Excess in the Schedule for each and every Occurrence indemnified by this Policy.

INTERPRETATIONS

The following Interpretations will apply to this Policy.

Headings

Headings have been included for ease of reference. The terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

Singular/Plural

In this Policy, where the context admits, words denoting the singular shall include the plural and vice versa.

Insuring Clauses

The Insurer will indemnify the Insured:

1. Legal liability

against the Insured's legal liability to pay damages or compensation in respect of:

- (a) Personal Injury;
- (b) Property Damage; or
- (c) Advertising Injury,

sustained:

- (i) during the Construction Period or Defects Liability Period in respect of the Insured Project; or
- (ii) during the Period of Insurance in respect of the Insured's Products;

within the Geographical Scope stated in the Schedule as a result of an Occurrence.

2. Defence and other costs

In addition to the Limits of Liability, the Insurer will pay in connection with any indemnity pursuant to clause 1 all costs and expenses:

- (a) incurred by or on behalf of the Insured in connection with or incidental to:
 - (i) the provision of immediate medical, surgical or other aid to any person;
 - (ii) the protection of property, including but not limited to temporary repairs and/or shoring up, the purchasing and/or hiring and the erection and dismantling of hoardings, barriers, fences and any other form of temporary protection (including but not limited to such temporary protection which the Insured must provide in order to comply with the requirements of any statutory authority);
 - (iii) the mitigation, containment, elimination or suppression of actual or possible loss,
- (b) connected with or incidental to the investigation, defence, negotiation or settlement of any claim made against the Insured (including but not limited to costs and expenses connected with or incidental to any appeals against any judgements against the Insured) incurred by or on behalf of the Insured with the consent of the Insurer, such consent not to be unreasonably withheld;
- (c) recoverable from the Insured by any claimant;
- (d) connected with or incidental to the investigation, defence, negotiation or settlement of any prosecution (criminal or otherwise) of the Insured or attendance by any of the Insured at any official investigation, examination, coroner's inquest, inquiry or other proceedings provided that the Insurer shall not be liable to pay any fines or penalties imposed against the Insured;

even if the allegations of a suit are groundless, false or fraudulent, Insurer will defend any proceedings against the Insured for compensation to which indemnity under this Policy applies (or would apply if the claim was sustained) and the Insurer may make such investigations and settlement of any claim as the Insurer deems expedient.

Exclusions applying to this Policy

This Policy does not provide indemnity in respect of:

3. **Workers compensation/employers' liability**

liability for which the Insured is entitled to indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers and workmen's compensation, whether or not the Insured has effected such a policy, except in respect of:

- (a) any amount in excess of any limits applicable under any such policy which has been effected in a country to comply with legal requirements. Coverage provided under this clause 3(a) shall not apply in respect of Personal Injury sustained by any Employee, to the extent that it is the subject of indemnity under any of the Insured's workers' compensation or employer's liability policies or any policy issued in substitution thereof;
- (b) any liability of others which has been assumed by the Insured under contract;
- (c) any liability arising out of the infringement by the Insured of the Trade Practices Act, 1974 or similar legislation of a state or territory or country.

4. **Aircraft and Watercraft**

liability arising from the ownership, possession or use by the Insured of any Aircraft or Watercraft, but this clause 4 shall not apply to:

- (a) Aircraft or Watercraft which are not owned or operated by the Insured when such craft are hired, leased or chartered to or by the Insured with a pilot/master and crew supplied;
- (b) liability arising out of construction plant or equipment mounted upon or operating from any Watercraft;
- (c) the use or existence of explosives on or from any Watercraft whether in, over or under water or otherwise;
- (d) liability in respect of work undertaken on Watercraft.

5. **Vehicles**

liability caused by the ownership, possession or use by the Insured of any Vehicle where such liability at the time and place of the Occurrence giving rise to a claim under this Policy is insured by virtue of any legislation governing the use of motor vehicles. This clause 5 shall not apply to liability in respect of:

- (a) the loading or unloading of or the delivery or collection of goods to or from any Vehicle;
- (b) a Vehicle whilst situated or being used on or adjacent to any site or the premises of the Insured;
- (c) Personal Injury to the extent that indemnity is not provided by a compulsory third party bodily injury liability insurance.

6. **Loss of use**

loss of use of tangible property that forms part of a Contract which has not been physically damaged or destroyed resulting from a delay in or lack of performance by or on behalf of the Insured of any Contract or agreement.

7. **Defective Product**

liability for the cost of replacing or repairing any defective Product but this clause 7 shall apply only to that Part which is in itself defective and shall not apply to any other part(s) of the Product, works or any other property which may be lost or damaged as a consequence.

For the purposes of this clause 7, it is agreed that wherever the word "Part" appears it means that individual piece or fragment of the structure, plant, machine or equipment which is defective.

8. **Professional liability**

liability arising out of the rendering of or failure to render professional advice or service by the Insured or error or omission connected therewith, but this clause 8 does not apply to:

- (a) Personal Injury or Property Damage arising therefrom, provided that no indemnity is available in respect of any architects, engineers or consultants; or
- (b) 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 or sites and provided in connection with the Insured Project.

9. Pollution and contamination

- (a) liability arising out of discharge, dispersal, seepage, release or escape of Pollutants into or upon land, the atmosphere, or water; but this clause 9(a) does not apply if such discharge, dispersal, seepage, release or escape is sudden and accidental and neither expected nor intended from the standpoint of the Insured;
- (b) any costs and expenses incurred in the prevention, removing, nullifying or cleaning up of Pollutants, but this clause 9(b) does not apply where clean-up, removal or nullifying expenses are incurred consequent upon a sudden and accidental happening neither expected nor intended from the standpoint of the Insured, which results in Property Damage and/or Personal Injury.

10. Asbestos liability

claims directly or indirectly caused by, contributed to by or arising from asbestos or materials containing asbestos.

11. Fines and penalties

liability arising from or attributable to any fine or penalty, including but not limited to any civil penalty, but this clause 11 does not apply to civil awards in the nature of compensatory damages.

12. Property owned by or in care, custody or control of the Insured

damage to property:

- (a) owned by the Insured; or
- (b) held in trust or in the custody or control of the Insured, but only for which and to the extent that indemnity is provided under the Insured's construction (material damage) insurance policy or other similar policy covering such property.

13. Recall

The cost of or damages claimed in relation to the withdrawal, recall, inspection, repair, replacement, or loss of use of the Products or any property of which such Products form a part, if such Products or property are withdrawn from the market or from use solely because of any known or suspected defect or deficiency therein.

14. Trade Sanctions

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 the Insurer has no obligation to pay a claim if to do so would breach that sanction or law

15. Nuclear risks

liability directly or indirectly caused by or contributed to by or arising from:

- (a) ionising, radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this clause 15(a) only, combustion shall include any self-sustaining process of nuclear fission;
- (b) nuclear weapons materials.

This clause 15 shall not apply to liability resulting from the use of commercial radioactive isotopes.

16. War

Liability occasioned by or through or in consequence directly or indirectly of any of the following occurrences:

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;

This Exclusion also excludes liability 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 the above.

17. Terrorism

Liability directly or indirectly caused by, contributed to, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (a) involves violence against one or more persons;
- (b) involves damage to property;
- (c) endangers life other than that of the person committing the action;
- (d) creates a risk to health or safety of the public or a section of the public; or
- (e) is designed to interfere with or to disrupt an electronic system.

This Exclusion also excludes liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

Conditions applying to this Policy

The following Conditions apply to this Policy.

18. Limits of Liability

- (a) The liability of the Insurer under this Policy in respect of each Occurrence shall not exceed the Limits of Liability stated in the Schedule. All Personal Injury, Property Damage or Advertising Injury arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.
- (b) The Limits of Liability shall apply in excess of the amount of the Excess.
- (c) The total aggregate liability of the Insurer for all claims arising out of Products shall not exceed the Limit of Liability stated in the Schedule for each Period of Insurance.

19. Application of Excess

- (a) The Insured shall be liable to pay the amount of the Excess stated in the Schedule in respect of each Occurrence. If a series of claims are made arising out of the one Occurrence then only one Excess shall apply.
- (b) The Excess shall also apply to Defence and other costs as described in Insuring Clause 2 and clause 31 once these costs have been established.

20. Claims procedure

The Insured shall upon becoming aware of an event or loss giving rise or likely to give rise to a claim exceeding the Excess under this Policy:

- (a) give notice thereof as soon as reasonably practicable to the Insurer and JLT;
- (b) at the expense of the Insurer take all reasonable steps to mitigate the actual or potential amount of the claim;
- (c) as soon as reasonably practicable thereafter submit a claim in writing to the Insurer and JLT.
- (d) produce to the Insurer or to any person officially designated by it all such details, proof and particulars as may be reasonably required by it and permit extracts and copies of such documentation to be made and retained;
- (e) Notwithstanding the foregoing any Insured shall be entitled to take immediate action to avoid danger to persons or property and that such action shall in no way prejudice or invalidate the relevant Insured's position or entitlement with respect to any claim hereunder;
- (f) The Insured will also maintain accurate claims data in respect of all claims under the Excess payable in respect of this Policy.

21. Insurer's rights and subrogation

- (a) Upon the payment of any claim under this Policy, subject to any restrictions imposed by the Commonwealth Insurance Contracts Act 1984, the Insurer shall be subrogated to all the rights and remedies of the Insured arising out of such claim against any person or corporation whatsoever.

- (b) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the consent of the Insurer who will take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for the Insurer's own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim, however the Insurer shall discuss the conduct, defense, prosecution or settlement of any claim or proceeding with the Insured prior to taking action or effecting settlement.
- (c) The Insurer may pay to the Insured, the amount of the applicable Limit of Liability of the Insurer or such lesser sum for which the claim can be settled subject in either case to deduction of any sum or sums already paid as compensation in respect of such claim and the Insurer shall thereafter be under no further liability in respect of such claim except for the payment of costs and expenses for which the Insurer are liable hereunder incurred prior to the date of such payment.
- (d) Any claim amount recovered shall be applied in the following order of priority:
 - (i) firstly to reimburse the Insured for the uninsured proportion of the loss, which includes any Excess paid by the Insured;
 - (ii) secondly, to reimburse the Insurer of any excess insurance over the indemnity by this Policy as their interest may appear;
 - (iii) thirdly, to reimburse the Insurer to the extent of their actual payment under this Policy;
 - (iv) fourthly, if any balance then remains unpaid, to reimburse the insurers of any primary or Underlying Insurance as their interest may appear.

The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no such recovery in proceedings conducted solely by the Insurers, they shall bear the expenses thereof.

22. Multiple Insured's clause

- (a) If the Insured comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this clause 22), cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurer to all of the insured parties collectively shall not exceed the Limits of Liability or Sub-limits in this Policy.
- (b) The insured parties' will, to the extent allowed under contract, at all times preserve the various contractual rights and agreements entered into by the insured parties and contractual remedies of such parties in the event of loss or damage.
- (c) The Insurer shall be entitled to avoid liability to or (as may be appropriate) claim damages from an insured party in circumstances of such insured party committing fraud, misrepresentation, material non-disclosure or breach of any warranty or Condition of this Policy referred to in this clause 22 as a "Vitiating Act".
- (d) However a Vitiating Act or any other act or neglect committed by one insured party, either at the time of entering this contract or during the Period of Insurance, shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.

- (e) The Insurer agree to waive all rights of subrogation that they may have or acquire against:
- (i) any Insured or any individual or organisation affiliated or associated with a parent of or a subsidiary of any Insured;
 - (ii) any other parties or persons, subject to the Insured waiving rights of subrogation under contract prior to the loss occurring;
- except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act, in which circumstances the Insurer may enforce such rights against the party committing the Vitiating Act.

23. Notices

- (a) The Insured shall address all notices or communications required by this Policy to the Insurer and Jardine Lloyd Thompson Pty Ltd (JLT) at the address stated in the Schedule for onward transmission to the Insurer. The Insurer shall also address all notices or communications required by this Policy to JLT at the address stated in the Schedule for onward transmission to the Insured.
- (b) The Insurer will accept notice of a claim by any Insured as notice by all Insured's under this Policy. Where the Insured is required under contract to include a provision that the Insurer provide any notice under this Policy to all Insured's, the Insurer agree to be bound by this undertaking. JLT will assist the Insurer in identifying contact details for each Insured.
- (c) If a Nominee for Insurer' Notices is shown in the Schedule, the Insurer agree to give such nominee 60 business days prior notice in the event of:
 - (i) the cancellation or expiry of this Policy before completion of the Defects Liability Period for any reason, including non payment of premium;
 - (ii) the Insurer giving any notice under this Policy.

24. Declarations and Premium payment

As soon as is practicable following the expiry of the Policy Period, the Named Insured will declare to the Insurer:

- (a) the total final Contract Value of the Insured Project commenced and completed during the Policy Period, Subject to any minimum premium applicable, the provisional Premium will be adjusted by payment to the Insurer of an additional premium or by allowance to the Named Insured of a return premium, as the case may be, calculated by applying the agreed rate on the difference between the estimated and:
- (b) in respect of the Insured Project, the final and projected (as applicable) Contract Values;

25. Resolution of a dispute over values

In the event of any dispute or difference between the Insurer and the Named Insured as to the quantum of declared values, then for the purposes of this clause 25 and other provisions of this Policy, both parties agree that such values shall be determined by the President for the time being of the Australian Institute of Quantity Surveyors, or his nominee, acting as an expert and not as an arbitrator. The cost of any such determination shall be borne by the Insurer.

26. Insolvency or bankruptcy

The insolvency or bankruptcy of any party comprising the Insured shall not release the Insurer from any of their obligations assumed hereunder.

27. Assignment

If required, the Insurer will consider the assignment of this Policy to another party upon application by the Insured. Such agreement shall not be unreasonably withheld.

28. Hold harmless agreements

Where, in connection with or in relation to a Contract, the Insured enters into an agreement with another party and where such agreement provides, inter alia, that the Insured shall indemnify and/or hold harmless and/or release from liability such other party in respect of any indemnifiable event under this Policy, this Policy shall not be prejudiced or invalidated by the Insured agreeing to such provisions and that the indemnity and/or hold harmless and/or release from liability given by the Insured shall be equally binding upon the Insurer.

29. Cancellation or non-renewal of this Policy

(a) By the Insurer

Subject to clauses 22 and 23(c) the Insurer may cancel this Policy in accordance with Section 60 of the Insurance Contracts Act 1984 (Cth) by serving on the Named Insured sixty (60) days' notice in accordance with Section 59 of that Act, in which case the Named Insured will be entitled to a pro-rata refund of the Premium.

(b) By the Named Insured

The Named Insured (on behalf of itself and all other Insured's unless otherwise specified) may cancel:

(i) this Policy;

at any time by giving notice in writing to that Insurer.

30. Alterations in material fact, error or omission

(a) The Insured will not be prejudiced under this Policy in the event of any alteration in material fact or otherwise regarding construction methods or procedures, an unintentional or inadvertent error, omission or mis-description or any other information contained or omitted from any underwriting information supplied to the Insurer.

(b) The Named Insured undertakes to immediately notify the Insurer as soon as the alteration or omission becomes known to them, and the Insurer shall be entitled to make reasonable variations to this Policy's terms and Conditions as may be mutually agreed between the Insurer and the Named Insured.

31. Appointment of Loss Adjuster

(a) Loss adjusters appointed to investigate and quantify losses that are potentially indemnifiable under this Policy are agents of the Insurer and their fees and related expenses shall be payable by the Insurer. JLT, SiCorp and GIO are authorised to appoint a loss adjuster from the panel of Loss Adjusters stated in the Schedule.

(b) The Insurer agrees that all documents, transcripts, reports (verbal and written) shall be made available to the Insurer and the Insured.

32. Currency

All monetary amounts expressed in this Policy are in the denomination stated in the Schedule.

33. Jurisdiction and service of suit

The Insurer agrees that:

- (a) this Policy is governed by the laws of Australia;
- (b) in the event of a dispute arising under this Policy, at the request of the Named Insured, the Insurer 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;
- (c) any summons notice or process to be served upon the Insurer may be served upon the Nominee for Legal Service stated in the Schedule. Such nominee has authority to accept service and to enter an appearance on the Insurer's behalf. If directed by the Named Insured, the nominee shall give a written undertaking that the nominee will enter an appearance on the Insurer's behalf;

34. Extension to Construction Period

The Insurer agrees to automatically grant an extension to a Contract's Construction Period, provided at the commencement of the Contract, the Named Insured's anticipated Construction Period did not exceed such period and provided that the Construction Period does not exceed 36 Months in Total.

After first becoming aware that the completion date will exceed the Construction Period limitations stated in the Schedule, the Named Insured agrees to notify the Insurer as soon as possible (but no later than the Construction Period limitation stated in the Schedule or any revised period agreed by Endorsement), the revised estimated completion date.

Extensions to the estimated Policy Period of up to 30 days shall be at no additional cost. For extensions beyond 30 days, the Insurer shall be entitled to charge the Named Insured an additional premium, but in no case shall the additional premium charged be greater than pro-rata of the premium for the particular Contract. Extensions to the estimated Construction Period do not automatically extend the Performance Testing Period or the estimated Defects Liability Period, any request for extension to these periods will only be considered at terms and Conditions to be agreed by Insurer.

Notwithstanding the above, the total Construction Period and Defects Liability Period will not exceed 60 months in duration.

35. Non Contribution Clause.

The Insurer agrees that irrespective of the existence of other policy/ies which may provide cover in part or in full in respect of any liability or expense incurred by this Policy, Insurer will not seek contribution in respect of liability or expense indemnified by this insurance. It is understood that Insurer will be unable to seek contribution under section 76 or section 45 of the Insurance Contracts Act 1984