



CCI
Catholic Church
Insurance

Public Liability Insurance

Policy



Attach Schedule of Insurance here

Public Liability Insurance Policy

In consideration of the payment of the premium and subject to the terms, conditions and exclusions contained in or endorsed on this policy, Catholic Church Insurance Limited agrees to indemnify the **insured** as set out in this policy.

Coverage

Catholic Church Insurance Limited will pay to, or on behalf of the **insured** all sums which the **insured** shall become legally liable to pay for compensation (which shall include all charges, expenses and legal costs recoverable from the **insured**) in respect of:

1. **personal injury**;
2. **property damage**;
3. **advertising liability**,

occurring within the **territorial limits** as the result of an **occurrence** and happening in connection with the **business**.

Supplementary Payments

Catholic Church Insurance Limited will pay in addition to the Limits of Indemnity specified in the Schedule:

1. all charges, expenses and legal costs incurred by Catholic Church Insurance Limited or by the **insured** with the written consent of Catholic Church Insurance Limited in the settlement or defence of any claim for compensation;
2. all legal costs, but up to an amount not exceeding \$1,000,000 for any one **period of insurance**, incurred by Catholic Church Insurance Limited or by the **insured** with the written consent of Catholic Church Insurance Limited arising out of the legal representation of the **insured** at any coronial inquest or inquiry into any death which may be the subject of a claim for compensation,

and in respect of which the **insured** is entitled to indemnity under this policy or, if the relevant claim is sustained, would be so entitled.

PROVIDED THAT Catholic Church Insurance Limited shall not be obligated to pay any claim or judgment or to defend any suit after the applicable Limit of Indemnity has been exhausted by payment of judgments or settlements.

Limits of Indemnity

The liability of Catholic Church Insurance Limited for all compensation payable by the **insured** in respect of **personal injury** and/or **property damage** and/or **advertising liability** as a result of any one **occurrence** shall not exceed the Limit of Indemnity specified in the Schedule.

PROVIDED THAT the Limit of Indemnity in respect of claims arising directly or indirectly out of the construction, demolition, alteration of or addition to buildings or other structures by or on behalf of the **insured** shall not exceed \$5,000,000 or the Limit of Indemnity specified in the Schedule (whichever is the lesser sum) if the cost of such construction, demolition, alteration or addition exceeds \$100,000. (Cover in excess of \$5,000,000 in respect of construction, demolition, alteration of or addition to buildings or other structures can be arranged on application to Catholic Church Insurance Limited).

The total aggregate liability of Catholic Church Insurance Limited during any one **period of insurance** for all claims arising out of the **insured's products** shall not exceed the Limit of Indemnity specified in the Schedule.

Definitions

Wherever these words are used and appear in bold in this policy, they have the following meaning:

1. **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 governments(s), which from its nature or context is done for or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear;
2. **advertising liability** means:
 - a. libel or slander;
 - b. infringement of copyright;
 - c. infringement of trade mark, service mark or trade name;committed or alleged to have been committed during the **period of insurance** in any advertisement, article, broadcast or telecast and arising out of any advertising activity conducted by or on behalf of the **insured** in the course of advertising the **insured's products**, goods or services;
3. **aircraft** means any vessel, craft or thing designed to transport persons or property in or through the air or space;
4. **business** means those activities described in the Schedule including the ownership or tenancy of land or premises and the following activities or events: fetes, exhibitions, art and craft shows, carnivals and other fund raising activities, social functions, sports meetings or sports carnivals, walkathons, school excursions or school camps, **student placements** and all other similar activities or as may be agreed from time to time.

PROVIDED THAT such activities or events are organised by or under the control of or conducted with the consent of the **insured** named in the Schedule or the **insured's** authorised representative;
5. **cyber-bullying** means bullying:
 - a. by a student or group of students of a school, college or university which operates under the control and supervision of the insured designated in Definition 8a, 8b or 8c of a student of that or any other school, college or university;
 - b. of a student of a school, college or university which operates under the control and supervision of the insured designated in Definition 8a, 8b or 8c by a student or group of students of any other school, college or university,where the bullying involves the use of or is carried out through the internet, mobile devices or other information and communication technologies;
6. **crisis** means any **personal injury, property damage** or **advertising liability** which, if reported in the media, may damage the reputation of the insured designated in Definition 8a, 8b or 8c;
7. **crisis loss** means the reasonable and necessary fees and expenses of a public relations firm or media advisor appointed by the insured designated in Definition 8a, 8b or 8c with the prior written consent of Catholic Church Insurance Limited to perform crisis management services for the insured designated in Definition 8a, 8b or 8c in managing the effects of a **crisis**;
8. **insured** means:
 - a. the person, persons, partnership, corporation or other entity named in the Schedule;
 - b. any **subsidiary** which was a **subsidiary** prior to the commencement of the **period of insurance** but only with respect to acts, errors or omissions which occur while it is a **subsidiary**;
 - c. any Bishop, Priest or Deacon of a Diocese (which is named in the Schedule as the insured) or any Member of a Religious Institution (which is named in the Schedule as the insured) whilst acting in connection with the **business**;

- d. any director, executive officer, school principal, teacher or employee of the insured designated in 8a, 8b or 8c above but only whilst acting within the scope of their duties in such capacity;
 - e. any authorised voluntary worker, officer or responsible official of the insured designated in 8a, 8b or 8c above whilst engaged in the performance of honorary duties in connection with the **business** and with the consent of the insured designated in 8a, 8b or 8c above or his authorised representative;
 - f. any principal in respect of his liability arising out of the performance by the insured designated in 8a, 8b or 8c above of any contract or agreement for the performance of work for such principal to the extent required by such contract or agreement;
 - g. any office bearer or member of an unincorporated welfare, social or sporting club or unincorporated Parents' and Friends' Association formed with the knowledge authority and consent of the insured designated in 8a, 8b or 8c above and which operates under the control and supervision of the insured designated in 8a, 8b or 8c above or his authorised representative whilst such office bearer or member is performing duties or activities in connection with such unincorporated club or unincorporated Parents' and Friends' Association;
 - h. any student of a school, college or university which operates under the control and supervision of the insured designated in 8a, 8b or 8c above whilst such student is engaged in any **student placement** with the consent of the insured designated in 8a, 8b or 8c above;
 - i. any natural person who hires premises (other than a parish or school hall) belonging to the insured designated in 8a, 8b or 8c above but only:
 - i. if that person does not derive any income or revenue from such hiring;
 - ii. if such hiring is for a purpose unconnected with any business, trade or profession carried on by that person; and
 - iii. in respect of **personal injury** or **property damage** for which:
 - A. that person is liable other than in his/her capacity as a member of an unincorporated sporting club or association; and
 - B. the insured designated in 8a, 8b or 8c above would be liable if sued and entitled to indemnity under this policy;
 - j. any natural person who hires a parish or school hall belonging to the insured designated in 8a, 8b or 8c above but only:
 - i. if that person does not derive any income or revenue from such hiring;
 - ii. if such hiring is for a purpose unconnected with any business, trade or profession carried on by that person; and
 - iii. for any liability of that person:
 - A. other than in his/her capacity as a member of an unincorporated sporting club or association; and
 - B. in respect of **personal injury** or **property damage** arising out of that person's use of the parish or school hall for such purpose;
9. **internet operations** means:
- a. use of electronic mail systems by the **insured's** employees, including part-time and temporary staff, and others within the **insured's** organisation;
 - b. access through the **insured's** network to the world wide web or a public internet site by the **insured's** employees, including part time and temporary staff, and others within the **insured's** organisation;
 - c. access to the **insured's** intranet (meaning internal company information and computing resources) which is made available through the world wide web for the **insured's** customers or others outside the **insured's** organisation; and
 - d. the operation and maintenance of the **insured's** website;

10. **occurrence** means an event, including continuous or repeated exposure to substantially the same conditions, which results in **personal injury** or **property damage** or **advertising liability** neither expected nor intended from the standpoint of the **insured**. All **personal injury** or **property damage** attributable to one source or original cause shall be deemed to be the result of one **occurrence**. All **advertising liability** attributable to the same injurious material or act, regardless of the frequency of repetition thereof, the number and kind of media used and the number of claimants shall be deemed to be the result of one **occurrence**;
11. **period of insurance** means the period of insurance specified in the Schedule;
12. **personal injury** means:
- bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury;
 - false arrest, false imprisonment, malicious prosecution or humiliation;
 - wrongful entry, wrongful eviction or other invasion of the right to private occupancy;
 - libel, slander or invasion of right of privacy;
 - unauthorised appropriation or use of confidential information or other breach of confidentiality;
 - 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,
- which occurs during the **period of insurance**;
13. **pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes material to be recycled, reconditioned or reclaimed;
14. **products** means anything manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the **insured** (including packaging or containers thereof) in the course of the **business** and after it has ceased to be in the physical custody or under the legal control of the **insured**;
15. **property damage** means:
- physical damage to or loss of or destruction of property which occurs during the **period of insurance**, including loss of use at any time resulting therefrom;
 - loss of use of property which has not been physically damaged or destroyed provided such loss of use is caused by an **occurrence** during the **period of insurance**;
16. **student placement** means:
- a clinical or work experience program or placement which is a compulsory part of the curriculum of a university which operates under the control and supervision of the insured designated in Definition 8a, 8b or 8c;
 - a work experience program or placement which is a compulsory part of the curriculum of a secondary school or secondary college which operates under the control and supervision of the insured designated in Definition 8a, 8b or 8c;
 - a community work program or placement which is a compulsory part of the curriculum of a secondary school, secondary college or university which operates under the control and supervision of the insured designated in Definition 8a, 8b or 8c;
17. **subsidiary** means any entity:
- in respect of which the insured designated in Definition 8a:
 - controls the composition of the board of directors;
 - is in a position to cast, or control the casting of, more than 50% of the issued voting shares; or
 - holds more than 50% of the issued share capital;
 - which is deemed to be a subsidiary of the insured designated in Definition 8a by virtue of any legislation or law;

18. **territorial limits** means:

- a. anywhere in Australia;
- b. elsewhere in the world where this policy will apply only in respect of the presence outside Australia of persons who are normally resident in Australia,

unless otherwise agreed by Catholic Church Insurance Limited and endorsed on this policy.

PROVIDED THAT Catholic Church Insurance Limited shall not be liable for claims:

- i. arising out of the **insured** having entered into contractual obligations subscribing to the jurisdiction of the courts of Canada or the United States of America, their protectorates or dependencies;
- ii. arising out of the **insured** having agreed to indemnify any other party against awards, claims, damages or costs associated with actions in the courts of Canada or the United States of America, their protectorates or dependencies;

19. **vehicle** means any type of machine on wheels or on self-laid tracks made 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;

20. **watercraft** means any vessel, craft or thing made or intended to float on or in or travel on or through water;

21. **worker** means any person who is employed by the **insured** or who is, pursuant to any workers' compensation legislation or similar legislation, deemed to be employed by the **insured** or to be a worker.

Automatic Extension

Subject to the applicable Limit of Indemnity specified in the Schedule not being increased and subject to the terms, conditions and exclusions contained in or endorsed on this policy (except where specifically varied), this policy shall be extended in accordance with the following extension:

Crisis containment

1. If the insured designated in Definition 8a, 8b or 8c is entitled to indemnity under this policy pursuant to the Coverage clause or, if the relevant claim is sustained, would be so entitled, Catholic Church Insurance Limited will indemnify the insured designated in Definition 8a, 8b or 8c for any **crisis loss** arising from a **crisis** occurring during the **period of insurance** and notified to Catholic Church Insurance Limited during the **period of insurance** PROVIDED THAT:
 - a. the total aggregate liability of Catholic Church Insurance Limited under this automatic extension for all claims during any one **period of insurance** shall not exceed \$100,000; and
 - b. cover under this automatic extension shall be in addition to the applicable Limit of Indemnity specified in the Schedule.

Exclusions

This policy does not cover:

- Employer's Liability**
1. a. any liability in respect of **personal injury** to any **worker** arising out of or in the course of such **worker's** employment by the **insured**;
PROVIDED THAT:
 - i. if the **insured** is required by any workers' compensation legislation or similar legislation to effect insurance in respect of such liability, this policy will cover such liability to the extent that the liability is not covered by insurance so effected by the **insured** or would not have been covered if the **insured** had effected such insurance;
 - ii. if the **insured** is not required by any workers' compensation legislation or similar legislation to effect insurance in respect of such liability by reason only that the **personal injury** is to a person who is not a worker within the meaning of such legislation or the **personal injury** is not an injury which is subject to such legislation, this policy will cover such liability;
 - b. any liability imposed by any workers' compensation legislation or similar legislation or any industrial award, determination, agreement or other like instrument;
- Vehicles**
2. any liability arising out of the use of any **vehicle** owned by or in the physical or legal control of the **insured**:
 - a. which is registered or required to be registered by virtue of any legislation relating to motor vehicles; or
 - b. in respect of which insurance is required by virtue of any legislation relating to motor vehicles;
- Property in Physical or Legal Control**
3. **property damage** to property owned by or in the physical or legal control of the **insured**, but this exclusion shall not apply to:
 - a. personal property of directors, teachers, employees, students and visitors of the **insured**;
 - b. property (other than a **vehicle** or premises) not owned rented or leased but in the physical or legal control of the **insured** and subject to a maximum liability of Catholic Church Insurance Limited of \$100,000 any one **occurrence**;
 - c. premises which are leased, tenanted or hired by the **insured**;
 - d. **vehicles** (not owned by or used by or on behalf of the **insured**) in the physical or legal control of the **insured** where the **property damage** occurs whilst such **vehicles** are in a car park owned or operated by the **insured**;
- Repair Replacement or Recall of products**
4. a. **property damage** to the **insured's products** if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof;
 - b. compensation, costs or expenses claimed for the withdrawal, inspection, repair or replacement or loss of use of the **insured's products** or of any property of which such **products** form a part, if such **products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- Loss of Use**
5. loss of use of property 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;

- b. the failure of the **insured's products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the **insured**. However, this Exclusion 5b does not apply to loss of use of other property resulting from the sudden and accidental physical damage to or destruction of the **insured's products** after such **products** have been put to use by any person or organisation other than the **insured**;

Professional Liability

- 6. the rendering of or failure to render professional advice or service by the **insured** or any error or omission connected therewith but this exclusion does not apply to:
 - a. the provision of first aid; or
 - b. the treatment or nursing of injured or sick persons when administered or provided in connection with the **business** NOT BEING a hospital, nursing home, home for the aged, retirement village or home nursing service;

PROVIDED THAT this policy does not cover any liability of any legally qualified medical practitioner;

**Aircraft
Watercraft**

- 7. any liability arising out of:
 - a. any **aircraft** or aerial device in the physical or legal control of the **insured** or used in work undertaken by or on behalf of the **insured**;
 - b. the **insured's products** manufactured specifically for and installed in an **aircraft** or other aerial device or which the **insured** knew would be so installed;
 - c. the ownership, maintenance, operation or use of any **watercraft** whilst afloat exceeding eight meters in length, but this Exclusion 7c shall not apply in respect of rowing shells and the like;

**Fines, Punitive,
Exemplary or
Aggravated Damages**

- 8. a. fines or penalties imposed by law;
- b. punitive, exemplary or aggravated damages OTHER THAN exemplary damages awarded within Australia for libel or slander;

Asbestos

- 9. actual or alleged liability for any claim or claims (including charges, expenses and legal costs) in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, asbestos in whatever form or quantity;

Libel and Slander

- 10. liability arising out of the publication or utterance of a libel or slander:
 - a. related to radio or television programmes conducted by or on behalf of the **insured** but this Exclusion 10a shall not apply to:
 - i. incidental commentaries or appearances on radio or television by the **insured** or the **insured's** authorised representative;
 - ii. **advertising liability**;
 - b. related to publishing activities of the **insured** but this Exclusion 10b shall not apply to:
 - i. parish or school magazines or newsletters;
 - ii. other magazines or newsletters intended for distribution primarily amongst the **insured's** employees or organisations associated with the **insured**;
 - iii. **advertising liability**;
 - c. made at the direction of the **insured** or his authorised representative with the knowledge of the falsity thereof;

- Advertising Liability** 11. claims in respect of **advertising liability** arising from:
- a. statements made at the direction of the **insured** or his authorised representative with the knowledge of the falsity thereof;
 - b. breach of contract;
- Radioactivity** 12. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;
 - b. nuclear weapons material;
- War** 13. any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- Terrorism** 14. death, injury, illness, loss, 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.
- This policy also excludes death, injury, illness, loss, 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**;
- Pollution** 15. a. **personal injury** or **property damage** directly or indirectly arising out of the discharge, dispersal, release or escape of **pollutants**;
- b. the cost of removing, nullifying or cleaning up **pollutants**;
 - c. the cost of preventing the escape of **pollutants**.
- However Exclusions 15a and 15b shall not apply to claims which arise from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place;
- Contractual Liabilities** 16. a. claims arising out of the **insured's** obligation under any contract, warranty or agreement to effect insurance on any property not owned by the **insured**;
- b. liability assumed under any contract, warranty or agreement unless such liability would have attached to the **insured** in the absence of such contract, warranty or agreement.
- However this Exclusion 16 shall not apply to:
- i. claims made upon the **insured** by an owner of premises or a person otherwise entitled to immediate lawful possession of premises which are in whole or in part leased, tenanted or hired by the **insured**, for indemnity under the provisions of a lease, tenancy, license or agreement for hire EXCEPT claims in respect of damage to the premises or to the contents thereof;
 - ii. liability assumed under any written contract with any public authority for the supply of water, gas, electricity or telephone services EXCEPT a contract in connection with work done for such authority;

- iii. liability arising from terms as to suitability, quality, fitness or care implied by law;
- iv. liabilities assumed under such contracts as are specifically designated in the Schedule or endorsed on this policy;

Internet

17. losses (bodily injury, **property damage** or any other loss covered by this policy) arising, directly or indirectly, out of, or in any way involving the **insured's internet operations**.

This exclusion does not apply to:

- a. liability in respect of **personal injury** arising out of **cyber-bullying**;
- b. bodily injury or **property damage** arising out of any material which is already in print by a manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site. Coverage does not include bodily injury or **property damage** arising out of any other advice or information located on the site that is used for the purpose of attracting customers.

Nothing in this exclusion shall be construed to extend coverage under this policy to any liability which would not have been covered in the absence of this exclusion;

Computer Data, Programs and Media

18. liability in respect of **property damage** to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
- a. the use of any computer hardware or software;
 - b. the provision of computer or telecommunications services by or on behalf of the **insured**;
 - c. the use of computer hardware or software of any third party, whether authorised or unauthorised, including any damage caused by any computer virus;

Tobacco Products

19. any liability arising out of or in connection with the processing or importation of tobacco;

Racing

20. any liability arising out of racing and speed tests involving **vehicles**.

Conditions

Notice of claims

1. Notice in writing shall be given as soon as reasonably practicable to Catholic Church Insurance Limited of every **occurrence**, claim, writ, summons, proceeding, impending prosecution or inquest in respect of which there may arise liability under this policy.

Change of Risk

2. Every change materially affecting any of the facts or circumstances existing at the commencement of this insurance or at any subsequent renewal date shall be notified in writing to Catholic Church Insurance Limited as soon as such change comes to the notice of the **insured** or any officer or representative of the **insured**. On receipt of such notice Catholic Church Insurance Limited may vary the terms of this policy and charge an additional premium as Catholic Church Insurance Limited may determine appropriate in the circumstances.

Claims

3. a. The **insured** shall not without the consent in writing of Catholic Church Insurance Limited make any admission, offer, promise or payment in connection with any **occurrence** or claim and Catholic Church Insurance Limited if it so desires shall be entitled to take over and conduct in the name of the **insured** the defence or settlement of any claim.
- b. The **insured** shall use best endeavors to preserve any products, appliances, plant or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall be made to any premises, fencing, machinery, furnishings, fittings, appliances or plant without the consent of Catholic Church Insurance Limited until Catholic Church Insurance Limited shall have had an opportunity of inspection.
- c. If Catholic Church Insurance Limited makes a payment under this policy in respect of a claim, Catholic Church Insurance Limited shall be subrogated to all rights and remedies existing to any **insured** and Catholic Church Insurance Limited will be entitled to bring any action in the name of the **insured** and the **insured** shall provide all reasonable assistance and co-operation to Catholic Church Insurance Limited.
- d. Catholic Church Insurance Limited shall have full discretion in the conduct of any proceedings in connection with any claim and the **insured** shall give all information and assistance as Catholic Church Insurance Limited may require in the prosecution, defence or settlement of any claim.

Waiver of Recovery Rights

4. Any sum otherwise payable by Catholic Church Insurance Limited under this policy shall be reduced by the same amount as the **insured** would have recovered from another party in the absence in any contract, warranty or agreement of a waiver or limitation of the **insured's** rights of recovery against that other party.

Discharge of Liabilities

5. Catholic Church Insurance Limited may at any time pay to the **insured** in respect of all claims against the **insured** arising directly or indirectly from one source or original cause the amount of the applicable Limit of Indemnity (after deduction of any sum or sums already paid by Catholic Church Insurance Limited which sum or sums would reduce the amount of unfulfilled liability of Catholic Church Insurance Limited in respect thereof) or any lesser sum for which the claim or claims can be settled and upon such payment Catholic Church Insurance Limited shall relinquish conduct or control of and be under no further liability under the policy in connection with such claim or claims except for:
 - a. costs, charges or expenses incurred by Catholic Church Insurance Limited or by the **insured** with the written consent of Catholic Church Insurance Limited prior to the date of such payment;
 - b. costs, charges or expenses recoverable from the **insured** in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently) but the maximum liability of Catholic Church Insurance Limited (by payment of judgments or settlements or costs, charges or expenses recoverable from the **insured**) shall not exceed the applicable Limit of Indemnity.

Joint insured

6. a. Where the **insured** is comprised of more than one party, any information supplied to Catholic Church Insurance Limited or any omission or non-disclosure in relation to this policy or any renewal or extension thereof shall be deemed to have been furnished, omitted or withheld (as the case may be) by and on behalf of all such parties.

- b. The insured designated in Definition 8a is authorised to act on behalf of all **insured** in respect of the giving of any notice to, or receiving of any notice from, Catholic Church Insurance Limited including any notice of cancellation or non-renewal, receiving premium refunds and agreeing to any changes in this policy.
- c. Any notice issued by Catholic Church Insurance Limited to the insured designated in Definition 8a at the physical or electronic address nominated by the insured designated in Definition 8a in the application for this insurance (hereinafter called the 'nominated address') is taken to have been received by the other **insured**. The insured designated in Definition 8a must give notice to Catholic Church Insurance Limited immediately of any change in the nominated address and, following receipt by Catholic Church Insurance Limited of any such notification, any notice issued by Catholic Church Insurance Limited to the insured designated in Definition 8a at the changed nominated address is taken to have been received by the insured designated in Definition 8a and the other **insured**.
- d. If any **insured** wishes to nominate an address other than the nominated address for service of any notice required to be given by Catholic Church Insurance Limited under the *Corporations Act 2001* (Cth), the *Insurance Contracts Act 1984* (Cth) or otherwise, they must give notice in writing to Catholic Church Insurance Limited accordingly.
- e. The **insured** agree that they each consent to Catholic Church Insurance Limited issuing by post or electronic mail (at Catholic Church Insurance Limited's discretion) any notices required to be given under the *Corporations Act 2001* (Cth), the *Insurance Contracts Act 1984* (Cth) or otherwise.

Reasonable Care

- 7. The **insured** shall:
 - a. exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
 - b. take all reasonable precautions to:
 - i. prevent **personal injury, property damage** or **advertising liability** losses;
 - ii. prevent the manufacture, sale or supply of defective **products**;
 - iii. comply and ensure that its employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority in respect thereof or for the safety of persons or property;
 - c. 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.

Adjustment of Premium

- 8. If the first or renewal premium for the policy or any part thereof shall have been calculated on estimates furnished by the **insured** then the **insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow Catholic Church Insurance Limited to inspect such record. The **insured** shall within thirty days after the expiry of each **period of insurance** furnish to Catholic Church Insurance Limited such particulars and information as Catholic Church Insurance Limited may require. The premium for such period shall thereupon be adjusted and any difference paid by or allowed to the **insured** as the case may be.

Cancellation

- 9. a. This policy may be cancelled at any time at the request of the **insured**, in which case Catholic Church Insurance Limited will retain the customary short-period rate for the time this policy has been in force.

- b. This policy may be cancelled by Catholic Church Insurance Limited in any of the circumstances set out in any applicable Act or Regulation whether of a State or of the Commonwealth of Australia. Catholic Church Insurance Limited will refund the unexpired portion of the premium.
- c. Catholic Church Insurance Limited's notice of cancellation takes effect at the earlier of the following times:
 - i. the time when another policy of insurance between the **insured** and Catholic Church Insurance Limited or some other insurer, being a policy that is intended by the **insured** to replace this policy is entered into; or
 - ii. 4.00 p.m. on the thirtieth business day after the day on which notice was given to the **insured**.

Other insurances

- 10. a. Where any **insured** is indemnified under any of the policies specified in the Schedule for loss for which indemnity is available under this policy, this policy will indemnify such **insured** for so much of the amount payable in respect of that loss as exceeds the limit of indemnity under such policy for that loss but only up to the amount of the applicable Limit of Indemnity specified in the Schedule.
- b. Where any **insured** is:
 - i. indemnified under any policy, other than one which is specified in the Schedule, for loss for which indemnity is available under this policy; and
 - ii. such **insured** did not enter into such policy,
 this policy will indemnify such **insured** for so much of the amount payable in respect of that loss as exceeds the limit of indemnity under such policy for that loss but only up to the amount of the applicable Limit of Indemnity specified in the Schedule.
- c. The **insured** shall notify Catholic Church Insurance Limited immediately upon entering into any other policy of insurance that provides insurance cover in respect of the risks insured by this policy.

Allocation

- 11. Catholic Church Insurance Limited shall be liable only for payment to the extent it arises from a matter covered by this policy. If a claim for indemnity under this policy involves both covered and uncovered matters or persons under this policy, then Catholic Church Insurance Limited and the **insured** shall use commercially reasonable efforts to determine a fair and equitable allocation of the quantum covered by this policy and the quantum not covered by this policy, on the basis of established judicial allocation principles which take into account the legal and financial exposures, and the relative benefits obtained by the relevant parties.

If Catholic Church Insurance Limited and the **insured** cannot agree on allocation in accordance with this condition within 14 days of any allocation issue first notified in writing to the **insured** by Catholic Church Insurance Limited, then the issue will be referred for determination by a Senior Counsel (to be mutually agreed upon by the **insured** and Catholic Church Insurance Limited, or failing agreement to be appointed by the then President of the Law Society or Law Institute of the relevant State or Territory), whose decision shall be final and binding on all parties. The Senior Counsel is to determine the fair and equitable allocation as an expert, not as an arbitrator. Catholic Church Insurance Limited and the **insured** shall be entitled to make written submissions to Senior Counsel. The Senior Counsel is to take account of the parties' submissions, but the Senior Counsel is not to be fettered by such submissions and is to determine the fair and equitable allocation in accordance with his or her own judgment and opinion. The Senior Counsel's expenses in providing such determination will be paid by Catholic Church Insurance Limited and any such payments will not erode the applicable Limit of Indemnity.

Senior Counsel

12. a. Catholic Church Insurance Limited shall not require the **insured** to contest any legal proceedings in respect of any claim for compensation against the **insured**, nor shall the **insured** require Catholic Church Insurance Limited to contest, on its behalf any legal proceedings in respect of any such claim unless a Senior Counsel (to be mutually agreed upon by the **insured** and Catholic Church Insurance Limited, or failing agreement to be appointed by the then President of the Law Society or Law Institute of the relevant State or Territory) shall advise that such proceeding be contested.
- b. In formulating his or her advice, Senior Counsel shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely costs of defence and the prospects of the **insured** successfully defending the action. The cost of such Senior Counsel opinion shall, for the purposes of this policy be regarded as part of the costs of defence.
- c. In the event that Senior Counsel advises that, having regard to all the circumstances the matter should not be contested but should be settled, provided settlement can be achieved within certain limits which in Senior Counsel's opinion are reasonable, then the **insured** shall not object to any such settlement and shall immediately tender to Catholic Church Insurance Limited the excess, if any, applicable to the claim for compensation against the **insured**. If the **insured** refuses to do so Catholic Church Insurance Limited's liability for the claim shall not exceed the amount for which the claim could have been settled plus the costs and expenses incurred up to the date of such refusal.

Indemnity Prohibited by Law

13. If this policy provides an indemnity to the **insured** which is prohibited by law, this policy shall be varied by operation of this clause so that this policy does not respond to the extent that the indemnity is prohibited by law.

Cross Liability

14. For the purpose of this policy each of the parties comprising the **insured** shall be considered as a separate legal entity and the word "insured" shall apply to each party as if a separate policy had been issued to each of the said parties but nothing herein contained shall operate to increase Catholic Church Insurance Limited's Limits of Indemnity stated in the Schedule.

Marginal Notes

15. The marginal notes in this policy are included for the purpose of reference only and do not form part of the policy for interpretation purposes. Words used in the singular shall include the plural and vice versa.

Important Notice to Policyholder

The information set out above describes the terms and conditions of the contract you have arranged with us. We would like to be sure that you understand the cover provided and that it meets your requirements. If you have any queries, our staff will be happy to give you any further information you may require.

How to Make a Claim

To ensure prompt and simplified processing of your claim, call us on 1300 655 001 or email liabilityclaims@ccinsurance.org.au and tell us what has happened. We will then be able to tell you the steps that need to be taken in respect of your claim.

How to Contact Us

Mail Catholic Church Insurance Limited
GPO Box 180 Melbourne 3001
Email underwriting@ccinsurance.org.au
Website www.ccinsurance.org.au
Telephone 1300 655 001
Facsimile 03 9934 3462

Catholic Church Insurance Limited ABN 76 000 005 210 AFSL no. 235415

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