

Guardian Underwriting Services Pty Ltd

ABN 21051930105 AFS Licence No 255319



Public and Products Liability Insurance

This document contains information regarding your Certificate.

The Schedule is the attachment, which specifically details your Insurance Programme.

Please read both carefully to ensure your Schedule and Certificate do provide the coverage you require.

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

NON DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

PRIVACY STATEMENT

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims. You can choose not to provide this information; however, we may not be able to process your requests. We may disclose information we hold about you to other Insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and / or collect additional information about you from investigators or legal advisers.

Insert Schedule Here

PUBLIC AND PRODUCTS LIABILITY INSURANCE WORDING

This is Your Public and Products Liability Insurance Certificate Wording. Please read it carefully to ensure it meets with Your requirements. If You wish to vary Your cover or make further enquiries, please contact Guardian Underwriting Services Pty Ltd, which represents the Insurer (s), or contact your Insurance Intermediary.

The Certificate and Schedule are to be read together and any word or expression on which a specific meaning has been given in any part bears that meaning wherever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

The information contained in the Schedule sets out the cover, the Sums Insured and Limits of Liability You have selected and for which We have agreed to provide insurance under Your Public and Products Liability Certificate.

Provided You have paid the premium, Insurer(s) (as declared on the attached Schedule), will indemnify You for loss, destruction, damage and/or liability occurring during the period of insurance stated in the Schedule or during any agreed renewal period in the manner and to the extent stated and subject to the terms, definitions, conditions, exclusions and limitations of this Certificate.

1. We will pay to or on behalf of the insured all amounts, which the insured shall become legally liable to pay for compensation
 - 1.1.1 in respect of personal injury or property damage,
 - 1.1.2 happening during the period of insurance,
 - 1.1.3 caused by an occurrence in connection with the business.
 - 1.1.4 The limit of Our liability in respect of any one occurrence, inclusive of Defence Costs, shall not exceed the Limit of Liability stated in the Schedule.
 - 1.1.5 Our total aggregate liability during any one period of insurance for all claims arising out of the Insured's products shall not exceed the Limit of Liability stated in the Schedule.
 - 1.1.6 Included within the Limit of Liability stated in the Schedule.

We will:

- 1.2 defend any suit against the Insured claiming compensation for Personal Injury or Property Damage and seeking damages on account thereof, and We may investigate, negotiate and/ or settle any claim or suit as we deem it expedient; but We shall not be obliged to pay any claim or judgment or to defend any suit after Our Limit of Liability has been exhausted by payment of judgments or expenses.
- 1.3 pay all expenses incurred by Us, all legal costs recoverable from the Insured in any such suit and all interest accruing after any such judgment until We have paid, tendered or deposited in court such part of such judgment as does not exceed Our Limit of Liability thereon.
- 1.4 reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred with Our consent.
- 1.5 pay expenses incurred by the Insured for first aid to others at the time of any Personal Injury for which the Insured is entitled to compensation.

Provided that if a payment exceeding the Limit of Liability has to be made to dispose of a claim, Our liability to pay additional payments in connection therewith shall be limited to such proportion of the additional payments as the Limit of Liability bears to the amount paid to dispose of the claim.

- 1.6 Where the Insured is comprised of more than one party each of the parties shall be considered as a separate legal entity and the word Insured shall apply to each party as if a separate Certificate had been issued to each party but nothing contained in this condition shall result in an increase in Our Limit of Liability in respect of any occurrence or period of insurance.

2. DEFINITIONS

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| “Insured” | means that each of the following is an Insured under this Certificate to the extent set forth below: The insured named in the Schedule. Any principal in respect of the liability of such principal arising out of the performance by the named insured or by a company designated above of any contract or agreement for the performance of work for such principal to the extent required by such agreement or agreements, but limited to the coverage provided by this Certificate. Any office bearer or member of social or sporting clubs or social welfare organisations formed with the consent of the insured in respect of claims arising from duties connected with activities of any such club or organisation, limited in totality to operations within the Hotel confines only. |
| “Schedule” | means the Schedule of Insurance or any future renewal Schedule. |
| “We/Our/Us” | means the Insurer (s) shown on the Schedule; |
| “Guardian” | means Guardian Underwriting Services Pty Ltd ACN 060 176 543 (ABN 21 051 930 105) as Agent for the Insurer(s) shown on the Schedule. This Insurance contract is written under a ‘Binding Authority Agreement’ which gives Guardian authority to bind insurance contracts and / or settle claims on behalf of such Insurer (s). As a consequence Guardian is acting as Agent of such Insurer(s) and not as Your Agent. Guardian is NOT the Insurer for this contract and is NOT liable for any loss or claim. The Insurer(s) are clearly shown on the Schedule. |
| “You/Your” | means the person/s named in the Schedule, attaching to this Certificate, as the Insured. |
| “Insurer (s)” | means the Insurer(s) or Underwriter(s) detailed in the Schedule |
| “Excess” | means the amount(s) shown in the Schedule that You shall first contribute towards each and every occurrence, as finally determined, or series of occurrences arising out of the one Event, except for any Event for which a higher amount to be paid by you is specified in this Certificate or the Schedule. |
| “Product” | means any tangible property after it has left the custody of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured. |
| “Member” | means any member, or other person actively engaged in and acting appropriately for the purpose named in the Schedule. |
| “Product Hazard” | means any liability of the Insured indemnifiable under this Certificate which arises directly or indirectly out of a product or any defect or failure thereof. |
| “The Business” | of the Insured is that designated in the Schedule. The said business includes all related activities including responsibilities as landlords, tenants, property owners and organisers of social and fund-raising activities, to the extent that those responsibilities are necessarily incurred in connection with the business designated in the Schedule. |
| “Occurrence” | means an event, including continuous, repeated or multiple exposure to substantially the same general conditions, which result in Personal Injury or Property Damage neither expected nor intended from the standpoint of the insured. |
| “Medical Persons” | means medical doctors, nurses, dentists and certified first aid attendants. |

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| “Defence Costs” | means legal costs and expenses incurred by Us, or with Our consent, in the Defence of any suit against the Insured claiming compensation for Personal Injury or Property Damage. |
| “Vehicle” | means any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power. |
| “Professional Indemnity” | means liability directly or indirectly arising out of breach of the duty of care owed by the Insured toward any party in respect of any advice or information provided by or any action undertaken by the Insured, its servants or agents, which would be commonly provided by members of professions including but not limited to:- Accountants, Auditors, Architects, Engineers, Barristers, Solicitors, Estate Agents, Insurance Brokers or Agents. |
| “Compensation” | includes interest which may be awarded upon damages or incurred upon a judgement debt and plaintiffs costs, but does not include fines, penalties, criminal sanctions of any description, punitive or exemplary damages. |
| “Aircraft” | means any vessel, craft, vehicle, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes. |
| “Watercraft” | means any vessel, craft, vehicle or appliance made or intended to float on or in or travel on or through or under water. |
| “Landing Area” | means any part of the earth including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where aircraft are kept, housed, maintained or operated and where aircraft may take off and land. |
| “Personal Injury” | means bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and fear, false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation, libel, slander, defamation of character or invasion of right of privacy. |
| “Property Damage” | means physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom |
| “Pollutants” | means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned, reclaimed or destroyed. |
| “Premium” | means a minimum and deposit premium. In the event of cancellation of the Certificate for any reason, by You, there will be no refund of premium. |
| “The Premises” | means cover under this Certificate is limited to the AREA THAT local authorities hold the licensee responsible under the hotel's licence and or planning permit - this is the immediate confines of the insureds' premises and all such areas as may be deemed to be the responsibility of the insured and for which the insured has a responsibility as per relevant gaming, licensing or planning permits and by - laws. |

3. Exclusions

We shall not be liable for claims in respect of:

3.1 Deliberate Acts

Liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the Insured of the need to take all reasonable precautions to prevent Injury or Damage.

3.2. Employees

Personal Injury to any employee of the Insured arising out of or in the course of their employment in the Insured's business Personal Injury to any person in the service of the Insured where a claim arises from a liability imposed by an Industrial Award or Agreement or Determination.

Any liability in respect of which the Insured is entitled to seek compensation under any certificate of insurance required to be taken out pursuant to any legislation relating to workers' or workers' compensation whether or not the Insured has effected such a Certificate.

3.3. Property In Your Control

Property Damage to:

Property owned by or leased or rented to the Insured, or Property in physical or legal control of the Insured.

This exclusion 3.3 shall not apply to liability for Property Damage to:

3.3.1 Property in the physical and legal control of the Insured up to a maximum of \$20,000 any one occurrence and in the aggregate during any one period of insurance, however, We shall not be liable for Property Damage to any part of any property upon which the Insured is or has been working on, where such Property Damage arises from such work of the insured,

3.3.2 Premises which are leased or rented to the Insured,

3.3.3 Employee's Property,

3.3.4 Vehicles (not belonging to or used by or on behalf of the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst any such vehicle is in a car park owned or operated by the Insured, provided that the Insured as a part of its business does not own or operate a car park for reward.

3.3.5 Property which is otherwise insured.

3.4. Damage To Your Products

Damage to Your Products if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof.

3.5 Recall Of Products

Damages, costs or expenses claimed for the withdrawal, inspection, repair, replacement or loss of use of Insured's products or of any property of which such products form a part, if such products are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3.6 Aircraft / Watercraft

Personal Injury or Property Damage arising out of the ownership, maintenance, operation or use by the Insured of any Aircraft, Hovercraft, or watercraft exceeding 8 metres in length, unless agreed by us specifically in writing.

3.7 Aircraft Parts

Personal Injury or Property Damage arising out of the Insured's Products that are used with the Insured's knowledge in aircraft or any aerial device.

3.8 Vehicles

Personal Injury or Property Damage arising out of the ownership, maintenance, possession or use by the Insured of any vehicle which is registered or any vehicle in respect of which insurance is required by virtue of any legislation

This exclusion 3.8 shall not apply to Personal Injury or Property Damage arising from the delivery or collection of goods to or from any vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and shall not apply to Personal Injury or Property Damage arising from the loading or unloading of any vehicle.

3.9 Contractual Liability

Liability assumed by the Insured under any contract or agreement except to the extent that such liability would have been implied by law.

This exclusion 3.10 shall not apply to those written contracts specified in the Certificate Schedule, shall not apply to liability assumed by the Insured under any lease of real or personal property and shall not apply to liability assumed by the Insured under a warranty of fitness or quality as regards the Insured's products.

The Insured shall ensure that all sub-contractors to the Insured have Employers liability and Public and Products Liability insurance in respect of their liability at law and that such insurance

- a) shall provide a Limit of Indemnity not less than that provided by this Certificate
- b) has been extended to indemnify the Insured as Principal in respect of such liability

3.10 Professional Advice

The rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith.

3.11 Pollution

Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere or any watercourse or body of water. We will also not be liable to pay costs and expenses incurred in the prevention, removal or clean-up of such pollutants.

This exclusion 3.12 shall not apply if such discharge, dispersal, release or escape is caused by a sudden, unidentifiable, unexpected and unintended happening and takes place in its entirety in a specific time and place.

3.12 Libel And Slander

Liability arising out of the publication or utterance of a libel or slander

- 3.12.1 made prior to the commencement date of this certificate,
- 3.12.2 made by or at the direction of the Insured with the knowledge of the falsity thereof,
- 3.12.3 related to advertising, broadcasting, printing, publishing or telecasting activities by or on behalf of the Insured.

3.13 Total Asbestos Exclusion

The Insurer shall not indemnify the Insured in respect of liability directly or indirectly arising out of resulting from in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity

3.14 Fines And Penalties

Punitive, aggravated or exemplary damages, fines or penalties imposed by law.

3.15 Faulty Workmanship

The cost of performing, completing, correcting or improving any work undertaken by the Insured.

3.16 Territorial Limits

Personal Injury or Property Damage:

- 3.16.1 occurring in the United States of America or Canada. This exclusion shall not apply to claims arising from the presence of any person who is normally resident in Australia and who is not a manual worker or a supervisor of work,
- 3.16.2 caused by or arising out of the Insured's products knowingly exported by the Insured or his Agents to the United States of America or Canada,
- 3.16.3 where claims made upon the Insured outside Australia in any country where the Insured is represented by branch or company or firm or individual holding the Insured's power of attorney,
- 3.16.4 where such claims arise out of any contract entered into by the insured under the terms of which work is to be performed outside Australia.

3.17 Legal Jurisdiction

Personal Injury / Property Damage where the action is brought against the insured in any country outside Australia.

3.18 Crowd Control Total Exclusion

This Certificate does not provide any cover for Personal Injury or Property Damage incurred by any party, including the Insured, or a liability to any party arising directly or indirectly out of actions of security officers, bouncers, crowd controllers or crowd security officers **irrespective of whether such person (s) is an employee (s) of the Insured or a sub – contractor (s).**

3.19 Child Molestation And Sexual Harassment

This Certificate does not cover Liability as a result of Personal Injury or Property Damage sustained by any person arising out of or as a result of the molesting of or interfering with minors or any liability directly arising out of sexual assault, sexual harassment, sexual molestation, rape or the consequence thereof of any person / persons by:

- 1 Any Insured
- 2 Any employee of any Insured
- 3 Any persons performing any volunteer service for or on behalf of the Insured

The Insurer will not have any duty to defend any action, suit or proceeding against the Insured either directly or vicariously seeking damages as a result of Personal Injury or Property Damage sustained by any person arising out of or as a result of the molesting of or interfering with minors.

3.20 Alcohol

This Certificate does not provide cover for any and all Liability which arises, or is alleged to have arisen, in whole, or in part, out of a breach of common law or statute law in relation to the sale or consumption of alcohol (including but not restricted to intoxication) or banned or prescription narcotics or drugs.

3.21 Radioactivity

This Certificate does not provide cover against 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
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

3.22 War And Similar Risks

This Certificate does not provide cover against liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection Act of Terrorism or military or usurped power or confiscation or nationalisation or requisition or destruction of or Property Damage to property by or under the order of any government or public authority or any action taken in controlling preventing suppressing or in any way relating to any of the above. For the purpose of this exclusion, **Act of Terrorism** means the actual or threatened

- a) use of force or violence against persons or Property;
- b) commission of an act dangerous to human life or Property; or
- c) commission of an act that interferes with or disrupts an electronic communication system undertaken by any person or group whether or not acting on behalf of or in connection with any organisation government power authority or military force when any of the following applies
- d) the reasonably apparent intent or effect is to intimidate or coerce a government or business or to disrupt any segment of the economy;
- e) the reasonably apparent intent or effect is to cause alarm fright fear of danger or apprehension of public safety in one or more distinct segments of the general public or to intimidate or coerce one or more such segments; or
- f) the reasonably apparent intent or effect is to further political ideological religious or cultural objectives or to express support for (or opposition to) a philosophy ideology religion or culture.

3.23 Cyber Liability

The Insurer shall not indemnify the Insured in respect of liability directly or indirectly arising out of:

- a) alteration of, or damage to; or
- b) a reduction in functionality availability or operation of a computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of the Insured's "e-activities".

For the purpose of this exclusion, "e-activities" means any use of or Business undertaken by the Insured or by any person partnership firm or company acting for or on behalf of the Insured in connection with electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium.

3.24 Observance Of Statutory Obligations

This Certificate does not provide cover in the event that You and / or Your employees have not taken all necessary care and precautions to avoid and minimise injury, loss or damage and to comply with all statutory obligations, By – laws or regulations imposed by any government or public authority with respect to persons or property.

3.25 Assault

a) The Insurer shall provide defense costs for the defense of any suit brought against the Insured for alleged assault.

b) This Certificate does not provide cover in respect of Liability arising out of or in connection with Personal Injury or Property Damage arising out of or in connection with Assault committed by You or at Your direction, or Crowd Control Personnel as shown in exclusion 3.18 Crowd Control Total Exclusion.

c) Notwithstanding the foregoing, within this exclusion cover is provided in respect of the Insured's liability for Personal Injury or Property Damage arising out of allegations of Assault not committed by any persons mentioned in item a) above, or allegations of Assault in connection with lawful acts undertaken for the purpose of preventing or eliminating danger to persons and / or property.

3.26 Toxic Mould

The Insurer(s) shall not provide indemnity

- a) for Bodily Injury or Property Damage or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) against any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from Pathogenic Organisms

For the purposes of this Exclusion 'Pathogenic Organisms' shall mean any bacteria yeasts mildew virus fungi mould or their spores mycotoxins or other metabolic products

4. CERTIFICATE CONDITIONS

Reasonable Precautions

The Insured shall take all reasonable precautions:

- 4.1 to prevent Personal Injury and Property Damage,
- 4.2 to prevent the manufacture, sale or supply of defective products,
- 4.3 to comply and ensure that the Insured's employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by Government or public authorities in respect thereof for the safety of persons and property, and
- 4.4 at the Insured's own expense, to trace or recall or modify any of the Insured's products containing any defect or deficiency of which the Insured has knowledge or has reason to suspect.

Alterations

If there is any change or alteration after the commencement of this Certificate which will or might increase the risk of any claim being made, and in particular relating to:

- 1.1 the nature of the Business carried on;
- 1.2 the nature of the occupation of or other circumstances affecting the Buildings insured or containing any insured property;
- 1.3 the fact that the Buildings insured or containing any insured property become unoccupied and remain so for a period of more than sixty consecutive days;
- 1.4 removal of the property insured from the situations referred to in the Schedule except as specifically provided by this Certificate;
- 1.5 where Your interest ceases except by will or operation of law;

No benefits will be payable under this Certificate unless you have advised Us in writing as to any such changes and We have agreed to them.

Inspection

We and every person authorised by Us shall at all reasonable times have the right to inspect the premises at the situation shown in the Schedule and to examine any of the property insured under this Certificate. This condition shall be evidence of Our right to do so.

Other Insurance

If, at the time of any loss, damage, destruction or liability happening, there shall be any other insurance effected by a person other than You covering the same loss, damage, destruction or liability, or any part, We shall only be liable for an amount over and above that recoverable under such other insurance.

Cancellation

The premium is a minimum and deposit premium. In the event of cancellation of the Certificate for any reason, by You, there will be no refund of premium under this Section.

If We cancel the Certificate we will refund to You the pro rata premium less reasonable administrative costs.

Claims

On the happening of any Event likely to result in a claim under this Certificate, You must immediately give notice to us by telephone or electronic means and as soon as possible give Us at Your own expense full details in writing containing in particular an account as is practicable of all the circumstances with particulars of the property lost, destroyed or damaged or persons injured and the extent of the loss or damage or the injury sustained and, if requested, a statutory declaration verifying the claim and any connected matter. You or another person claiming the benefits under this Certificate must notify Us as to any other insurance effected covering the same loss or benefit. We and every person authorised by Us, without incurring any liability and without prejudicing Our rights in any way to rely upon any provisions of this Certificate may enter, take or keep possession of the buildings or premises where any loss, damage or destruction has occurred. This condition shall be evidence of Our right to do so. If You or anyone acting on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us or any person authorised by Us in carrying out any of the acts referred to, then We may decline to pay any monies otherwise payable under this Certificate, but without prejudice to Our rights to cancel this Certificate.

You must give Us written notice as soon as possible of every occurrence, claim, writ, summons or proceedings including any prosecution or inquest and all information in relation to such matters for which there may arise any liability under this Certificate. You must not admit liability if an occurrence happens which is likely to result in someone claiming against You and for which We insure You. We

may, at Our option, take over and conduct in Your name the defence or settlement of any claim made or which may be made against You and We shall have full discretion in doing so.

We shall have full discretion in the conduct of any proceedings in connection with any claim and You must give Us all information and assistance that We may require.

Subrogation

In the event that We have a right to recover any monies payable under this Certificate from any other person, You must cooperate with Us fully in any proceeding, available to Us at law, which We may take.

Preventing our right of recovery

We shall not be liable to pay any benefits for any loss, damage, destruction or liability if You agree to or have agreed to limit or exclude any right of recovery against any third party causing that loss, damage or destruction or causing You to incur liability.

Other Interests

We will only recognise and be bound to accept those interests which are notified to Us at the time of issue of cover, or which are notified to Us from time to time and accepted by Us.

All persons entitled to any benefit under any of this Certificate shall be bound by the terms, definitions, conditions, exclusions and limitations of this Certificate. No interest in this Certificate may be transferred without Our written consent.

Due Observance

If You fail to comply with these General Conditions or any other terms, definitions, conditions and limitations of this Certificate We may refuse to pay any claim but in any event Our rights will be subject to the provisions of the Insurance Contracts Act 1984.

Headings

Headings have been included for ease of reference and it is understood and agreed by You and Us that the terms, definitions, conditions and limitations of the Certificate are not to be construed or interpreted by reference to such headings.

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.

1. Signature Required

This Certificate shall not be valid unless signed by Guardian Underwriting Services Pty Limited (Guardian) on behalf of the Insurer(s) listed shown on the Schedule.

2. Guardian Not Insurer

Guardian Underwriting Services Pty Ltd is not an Insurer and neither is nor shall be liable for any loss or claim whatsoever. The Insurer is shown clearly on the Schedule.

3. Complaints Procedures

If you are not satisfied with our service we recommend that you use the complaints procedure set out below.

These procedures are available free of charge to you. Any dispute should be referred to the Complaints Officer at Guardian Underwriting Services Pty Ltd, who will review the information and give you a response within three working days.

If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at Level 5, 31 Queen St, Melbourne VIC 3000 on 1300 780 808, fax 03 9613 6399, email info@fos.org.au or website www.fos.org.au. This will still be free of charge to you.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

All complaints and disputes concerning insurer's decisions about coverage or claims on Insurance Policies or Policies arranged under Binding Authorities have their own dispute resolution procedures which can be found in the appropriate Policy Wording or Product Disclosure Statement.

In these instances you will receive a reply from the Disputes Resolution Committee within seven working days or alternatively you will be asked for further information. If this is required you will receive a reply within seven working days of our receiving the additional facts.

4. Code of Practice

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry.

Lloyd's underwriters are a signatory to the Code and we support its aims to improve standards, by:

- Creating "plain English" certificates which everyone can understand
- Providing ongoing training to our employees so that they can provide better service to you
- Providing you with better claims handling and dispute resolution

All the details regarding the General Insurance Code of Practice can be accessed at www.codeofpractice.com.au

5. Service of Suit

- (i) In the event of a dispute arising under the insurance, We at Your request, 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 of such Court.
- (ii) Any summons, notice or process to be served upon Us may be served upon :-
Mr Michael Gill – Partner Phillips Fox – Solicitors
201 Elizabeth St Sydney NSW 2000
who have the authority to accept service and to enter an appearance on Our behalf, and who are directed, at Your request to give a written undertaking to You that We will enter an appearance on Your behalf.
- (iii) If a suit is instituted against any of the Insurers named in the Schedule, We will abide by the final decision of such court or any competent appellate Court.