

15th May 2016

Kathryn Bonanno
8 Beaufort Street
Alderley QLD 4051

Dear Kathryn

Re: Confirmation - Public Liability / Professional Indemnity Insurance For Fitness Professionals

Policy Number: 609/9038562/FIT
Insured: Kathryn Bonanno
Take Charge in Fitness
Period of Insurance: From 4.00pm on 16th May 2016
To 4.00pm on 16th May 2017

Thank you for choosing Marsh Advantage Insurance Pty Ltd ("Marsh Advantage") to arrange cover for you under the Fitness Professionals Public Liability/Professional Indemnity insurance facility.

We confirm your cover has been effected based upon the information provided by you and set out in the enclosed Cover Summary. Under this arrangement, we act on behalf of certain underwriters at Lloyd's under a binding authority. Please note we do not approach the insurance market for alternative products outside the Fitness Professionals insurance facility.

We remind you that if you have assumed liabilities under certain contractual agreements and/or have waived the insurers right of recovery from any person or company following a claim being made against you, such liabilities will not be necessarily covered by your insurance policy and may impinge on your insurance protection. Please refer to the full terms and conditions of your policy.

For your benefit may we suggest that you review your contractual obligations and your insurance policy to ensure you understand the protection provided and any gaps in the coverage. We recommend that you provide a copy of the documents to your solicitors for the appropriate legal advice.

Further details of this policy are provided in the following enclosed documentation. Please ensure that you review each document carefully and notify our office of any necessary amendments.

Cover Summary This details who is insured, the policy limits, excesses, the period of insurance and details of the risks insured. Please carefully review all aspects.

Certificate of Insurance This can be found in the policy document.

Policy Wording The policy wording document provides you with full details of what is and is not covered. It is essential that you read your policy wording without delay and advise Marsh Advantage in writing of any aspects which are not clear or where cover does not meet your expectations.

You will find your Lloyd's Certificate of Insurance and Schedule in the policy wording.

Other Insurance Products

We have only arranged the policy offered under the Fitness Professionals insurance facility. There are many other types of insurance that are available. If you would like to discuss other insurances, please contact us.

Important Notices

Please read the Important Notices document carefully. These outline your rights and obligations in relation to entering into an insurance contract. In particular, we draw your attention to the Duty of Disclosure. Please ensure that you have told us about anything you know that could affect your insurer's decision to insure you or that could affect your insurer's decision to insure you or that you may have previously overlooked.

Tax Invoice

This sets out and confirms your basic premium, plus any fire service levy, statutory charges and our broker fee.

If there are any matters that you overlooked in disclosing at the time of obtaining this policy or require any further amendments please let us know immediately, if in doubt please do not hesitate to contact us.

Professional Indemnity Cover - Reporting of Claims or Circumstances and/or changes to material information originally provided

The professional indemnity section of the policy provides cover on a Claims Made basis, and only covers claims made against you and reported to the insurer during the period of insurance, or claims arising from circumstances you become aware of during the period of insurance and report to the insurer during the period of insurance.

It is also important you advise if there are any changes to the information originally disclosed on your application form.

We suggest you retain the policy indefinitely and also keep a permanent record of the particulars.

In the event that you have any further queries or comments please do not hesitate to contact us on 1300 655 971

Yours sincerely,

Fitness Team

LLOYD'S CERTIFICATE OF INSURANCE

effected through Marsh Advantage Insurance Pty Ltd
Collins Square, 727 Collins Street (GPO Box 1229), Melbourne VIC 3008
(hereinafter called the Coverholder)

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract No: IA030214(I) to the undersigned by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract, and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

SCHEDULE

UMR No : B0509IA030214

Certificate No : 609/9038562/FIT

The Assured : Kathryn Bonanno
Take Charge in Fitness

Address of the Assured : 8 Beaufort Street

Alderley
QLD 4051

Period of Insurance : From 16th May 2016
To 16th May 2017 both days at 4 p.m. Local Time

Rate: : Premium: \$ 46.00
Stamp Duty: \$ 4.55
Charges: \$ 53.50

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21, Angel Place
123 Pitt Street, Sydney NSW 2000
Telephone Number: (02) 9223 1433 Facsimile Number: (02) 9223 1466

who will refer your dispute to Policyholder & Market Assistance at Lloyd's.

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaints process.

The Underwriters hereon agree that:

- (i) In the event of a dispute arising under this Insurance, the Underwriters at the request of the Assured 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.
- (ii) Any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters General Representative in Australia
Suite 2, Level 21, Angel Place
123 Pitt Street, Sydney NSW 2000

who has authority to accept service and to enter an appearance on the Underwriters' behalf, and who is directed at the request of the Assured to give a written undertaking to the Assured that he will enter an appearance on the Underwriters' behalf.

(iii) If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Coverholder placing this Insurance.

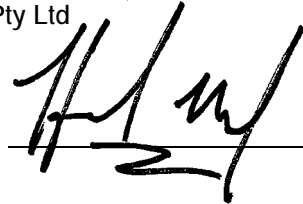
In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Proclaim
Locked Bag 32012
Collins St East, VIC 8003 OR
insclaims@proclaim.com.au

IN WITNESS WHEREOF this Certificate has been signed at Melbourne
this day 15th May 2016 by Marsh Advantage Insurance Pty Ltd

14/09/14
LMA 3113 (Australia)
Form approved by Lloyd's Market Association

Coverholder



SCHEDULE

- Item 1. Insured:** Kathryn Bonanno
Take Charge in Fitness
- Item 2. Address:** 8 Beaufort Street

Alderley
QLD 4051
- Item 3. Period:** From 16th May 2016
To 16th May 2017
- Item 4. Business Insured:** Individual fitness professionals who are either self employed or employees:
* Whilst carrying out activities for which they are qualified by a Registered Training Organisation to conduct, including fitness instruction at a private residence with use of own equipment
* Engaging in promotion of fitness, health and associated activities
* Engaging in product sales up to \$20,000 turnover per annum and subject to no Internet sales
* Engaging up to 3 subcontractors at any one time subject to each subcontractor having their own public and professional liability insurance (in excess of 3 subcontractors requires a separate policy please contact Marsh Advantage on 1300 655 971)
* Engaging in boxing limited to pad work and non contact sparring
* Engaged in other activities incidental to those which they are qualified by a Registered Training Organisation to conduct including trade shows, expos, conferences, information seminars and promotional events
- Interested Parties:** None Noted
- Specified Additional Business Activities:** None Noted

ATRIUM: COMBINED LIABILITY INSURANCE

Item 6: Premium:

Base Premium: \$ 46.00

Item 7: Coverage Details:

Coverage Summary	Limit of Liability		Defence Costs	Claim Trigger	Self Insured Excess	USA Jurisdiction	Proposal Dated
	Occurrence/ Claim Limit	Aggregate Limit					
A. General Liability	\$ 10,000,000		In Addition	Occurrence basis: Injury and/or Damage occurring during the Period of Insurance	\$ 250 Including Defence Costs	Not Granted	15/05/2016
B. Products Liability	\$ 10,000,000	\$ 10,000,000	In Addition	Occurrence basis: Injury and/or Damage occurring during the Period of Insurance	\$ 250 Including Defence Costs	Not Granted	15/05/2016
C. Advertising Liability	\$ 10,000,000	\$ 10,000,000	In Addition	Occurrence basis: Injury and/or Damage occurring during the Period of Insurance	\$ 250 Including Defence Costs	Not Granted	15/05/2016
D. Miscellaneous Professional Indemnity	\$ 10,000,000	\$ 10,000,000	Inclusive	Claims made basis: claims first made against the Insured during the Period of Insurance	\$ 250 Including Defence Costs	Not Granted	15/05/2016

This Certificate is issued by the Cover holder in accordance with the authority granted to them by certain Underwriters at Lloyd's under the agreement IBA/0032/2014

MARSH ADVANTAGE INSURANCE

Kathryn Bonanno
8 Beaufort Street
Alderley QLD 4051

INVOICE / TAX INVOICE

Invoice Number	I1139688
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Marsh Advantage Insurance Pty Ltd
ABN 31 081 358 303
GPO Box 1229
MELBOURNE VIC 3001

Ph: 1300 655 971
Fx: 03 9670 8581

Invoice No.	I1139688	Premium	46.00
Date	15th May 2016		
Our Reference	MAR V62 B1062 0366915/000	Stamp Duty	4.55
Class	LIABILITY AND PI	Broker Fee	53.50
Insurer	Refer to cover summary		
Policy No.	609/9038562/FIT	Subtotal (ex GST)	104.05
Period	16.05.2016 to 16.05.2017	GST (*)	9.95
(*) Refer overleaf		Total Payable A\$	114.00

TRANSACTION DESCRIPTION

- NEW POLICY PLACEMENT -
Public Liability / Professional Indemnity Insurance Policy

Please read the attached documents outlining your new insurance cover.

PAYMENT SLIP

Refer overleaf for payment details.

If paying by Mail, complete reverse side of slip, detach
and send with remittance to:

Marsh Pty Ltd
PO Box H176
AUSTRALIA SQUARE NSW 1215

Our Ref MAR V62 B1062 0366915/000

Invoice No. I1139688

Issue Date 15th May 2016

Terms Total Due and Payable in 14 days from
16th May 2016

Payment Reference

32060210620113968885

Please note: Marsh Advantage Insurance Pty Ltd
operates a trust account with the support services of
its affiliate Marsh Pty Ltd.

Total Payable A\$ 114.00

ACCEPTANCE OF COVER

Unless we have expressly indicated in correspondence that your policy has already been automatically renewed, then only if you have paid your premium in full and the insurer has accepted your insurance policy, will cover commence on the effective date of your policy.

INTEREST ON ACCOUNTS

We will keep the interest (if any) earned on its account from money paid by a client in connection with a financial service or a financial product that has, may or will provide, to that client.

PAYMENT OPTIONS

Cheque / Mail

Complete the payment slip below.

Debit / Credit Card

Payment Reference: 32060210620113968885

Internet payments

Go to www.marshadvantage.com.au/payments *

Telephone & Internet Banking - BPAY *

Call your bank, or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. For more information, refer to www.bpay.com.au



Biller Code 544965

Reference 32060210620113968885

Instalments

Please refer to the accompanying instalment offer or contact your broker.

* Limits apply to Debit / Credit Card Transactions

Maximum payment accepted by debit / credit card or BPAY is \$50,000. An administration fee of 1.0%, inclusive of GST, is automatically added to debit / credit card transactions. This represents a portion of the cost charged by our financial institution.

PAYMENT BY MAIL

Our Reference MAR V62 B1062 0366915/000

Invoice No. I1139688

Client Kathryn Bonanno
8 Beaufort Street
Alderley QLD 4051

CHEQUE

Amount A\$

Drawer

Cheque No.

BSB

FITNESS PROFESSIONALS IMPORTANT NOTICES AND MARSH ADVANTAGE INSURANCE PTY LTD REMUNERATION AND TERMS OF ENGAGEMENT

IMPORTANT NOTICES

These notices outline your rights and obligations in relation to entering into insurance contracts. It is essential that you read these notices carefully and advise Marsh Advantage Insurance immediately if you wish to make a further 'declaration' or have questions about general or policy specific notices.

DISCLOSURE

Your Duty of Disclosure - contracts of general insurance subject to the Insurance Contracts Act

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 matters:

- that diminish the risk to be undertaken by the insurer,
- that are of common knowledge,
- that your insurer knows or, in the ordinary course of its business, ought to know, or
- 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.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

UTMOST GOOD FAITH

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

ESSENTIAL READING OF POLICY WORDING

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise Marsh Advantage Insurance Pty Ltd in writing of any aspects which are not clear or where the cover does not meet with your requirements.

CHANGE OF RISK OR CIRCUMSTANCE

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location,
- new products or services, or
- new overseas activities.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult Marsh Advantage Insurance.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

SUBROGATION

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh Advantage Insurance of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh Advantage Insurance.

UN-NAMED PARTIES

Most policy conditions will exclude indemnity to other parties (eg. mortgagees, lessors, principals, etc.) unless their interest is properly noted on the policy.

If you require the interest of a party other than the named insured to be covered, you must specifically request this.

PRIVACY NOTICE

Marsh Advantage Insurance Pty Ltd ("Marsh Advantage Insurance") and the insurers that Marsh Advantage Insurance place your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

Marsh Advantage Insurance and your insurers disclose personal information to third parties both in Australia and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give Marsh Advantage Insurance or your Insurer personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

Where required you can access the personal information you provided to Marsh Advantage Insurance, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

The Privacy Officer
Marsh Advantage Insurance Pty Ltd
ABN 86 004 651 512
PO Box H176
Australia Square NSW 1215
Tel 02 8864 7688
Email privacy.australia@marshadvantage.com

DISCLOSURE – SUBSIDIARY & ASSOCIATED COMPANIES

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or

related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

CLAIMS MADE DURING THE PERIOD OF INSURANCE

Coverage Section D (Miscellaneous Professional Indemnity Insurance) provides cover on a "claims made" basis. This means that claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Policy Wording and Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

RETROSPECTIVE COVER

Some policies do not provide cover in respect of claims arising out of acts committed prior to any "Retroactive Date" specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

EVENTS OCCURRING PRIOR TO COMMENCEMENT

Coverage Sections A (Public Liability), B (Pollution Liability) and C (Products Liability) of the policy provide cover on an "occurrence" basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

NOT A RENEWABLE CONTRACT

Some policies terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal or declaration so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

UNDERWRITING BINDER

The insurer has given to us an authority to effect the contract of insurance with you as its agent and not yours.

PLACEMENT WITH LLOYDS

The 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 subscription. 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 obligation.

LLOYD'S BINDERS - WHAT TO DO IF YOU HAVE A COMPLAINT?

About Lloyd's

Since the late seventeenth century, the name Lloyd's has been synonymous with insurance. Many of the world's leading underwriters are based at Lloyd's. The market is internationally renowned and has an impeccable claims record.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement we have made under the General Insurance Code of Practice.

Our aim is to provide the highest service to our Australian policyholders and, to this end, we have developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

HOW CAN WE HELP YOU?

There are established procedures for dealing with complaints and disputes regarding your policy or claim. All policyholders can take advantage of the complaints service, as can third-party motor vehicle claimants who are uninsured and where the amount in dispute is less than \$3,000.

STEP 1

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to either your Lloyd's insurance intermediary ("the coverholder") or to the administrator handling your claim in the first instance – in most cases this will resolve your grievance.

They will respond to your complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with you. You will also be kept informed of the progress of your complaint.

STEP 2

In the unlikely event that this does not resolve the matter or you are not satisfied with the way your complaint has been dealt with, you should contact:

Tracey Bryan
Lloyd's Australia Limited
Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone: (02) 9223 1433
Facsimile: (02) 9223 1466
Email: tracey@lloydsaustralia.com.au

When you lodge your dispute with us, we will usually require the following information:

- Name, address and telephone number of the policyholder
- The type of insurance policy involved

- Details of the policy concerned (policy and/or claim reference numbers, etc)
- Name and address of the insurance intermediary through whom the policy was obtained
- Details of the reasons for lodging the dispute
- Copies of any supporting documentation you believe may assist us in addressing your dispute appropriately.

Following receipt of your dispute, you will be advised whether your dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

Where you are a retail client and your dispute is eligible for referral to the Financial Ombudsman Service (FOS), your dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.

Where you are a retail client and your dispute is not eligible for referral to the FOS, or where you are a wholesale client, Lloyd's Australia will refer your dispute to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with you.

How long will the Step 2 process take?

Your dispute will be acknowledged in writing within 5 business days of receipt, and you will be kept informed of the progress of our review of your dispute at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases you will receive a full written response to your dispute within 15 business days of receipt, provided we have received all necessary information and have completed any investigation required.

STEP 3

If your dispute is not resolved in a manner satisfactory to you, we will then provide retail clients eligible for referral to the FOS with details of that body. FOS is an independent body that operates nationally in Australia and aims to resolve disputes between you and your insurer. Your dispute must be referred to the FOS within 3 months of the date of our final decision.

Retail clients not eligible for referral to the FOS, and wholesale clients, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6 months of the final decision by the Policyholder & Market Assistance Department at Lloyd's. Further details will be provided by the Policyholder & Market Assistance Department with their final decision to you.

How much will this procedure cost you?

This service is free of charge to policyholders.

MARSH ADVANTAGE INSURANCE PTY LTD REMUNERATION AND TERMS OF ENGAGEMENT

Marsh Advantage Insurance Pty Ltd's remuneration in relation to the services provided in accordance with our terms of engagement as set out below is by way of commission received from the insurer and a fee (the amount of the fee paid to Marsh Advantage Insurance will be disclosed on your Certificate of Insurance and the tax invoice provided if you proceed in arranging cover), plus GST.

Other Marsh Advantage Insurance Divisions or Companies are be involved in the placement of your policy/ies as follows:

- Marsh Advantage Insurance has obtained the assistance of the Marsh Advantage Insurance Group of Companies in London in arranging and placing this binder facility. These companies are remunerated by a commission paid by certain underwriters at Lloyd's. This commission is paid in addition to our fee. All commissions are included in the premium charged.

We confirm we offer our services to you on the following terms:

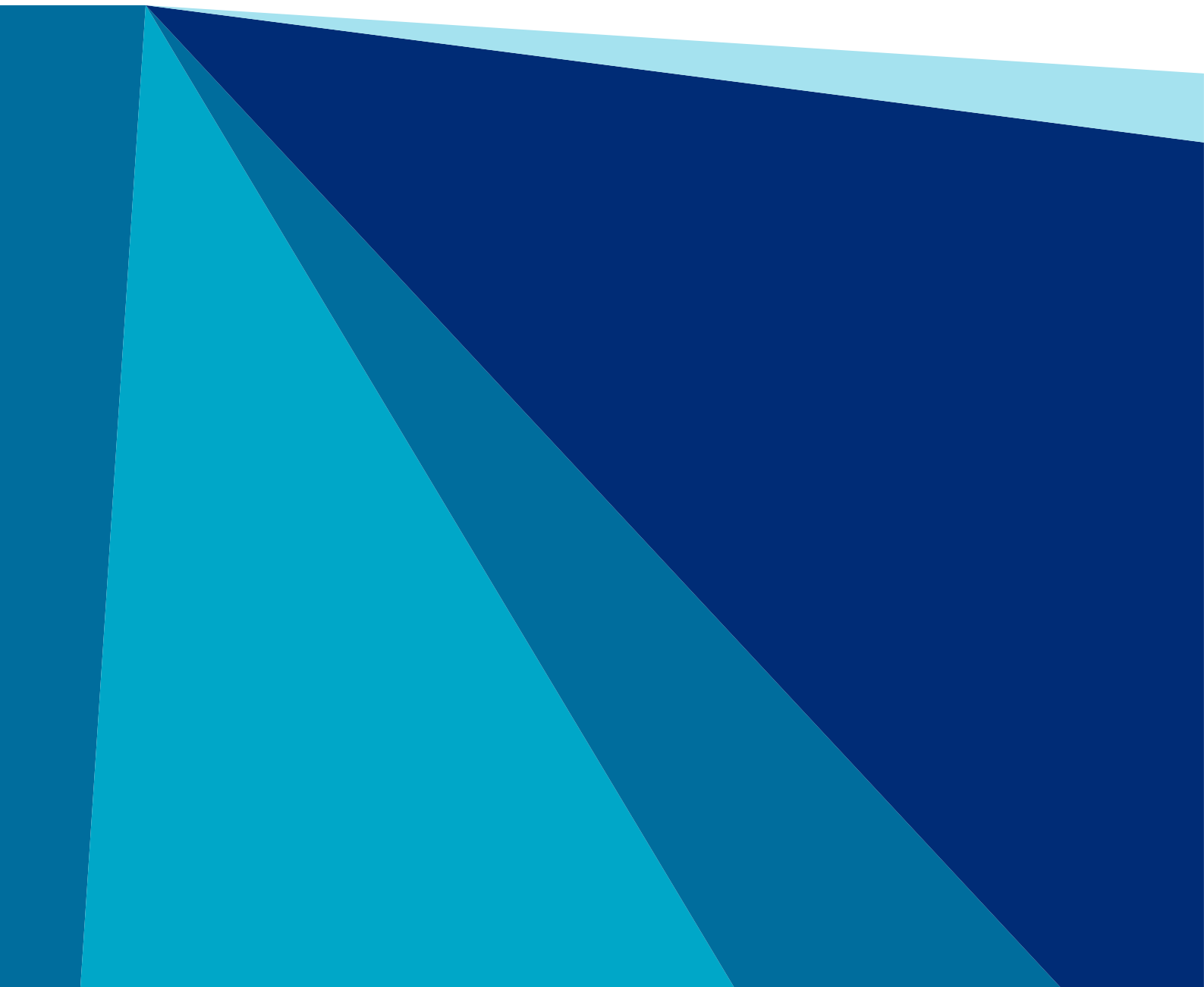
- You will give us all information and instructions required by us in arranging a contract of insurance on your behalf.
- Our services relate solely to the policy/ies of insurance noted in our letter communicating the recommended policy/ies to you. Under this arrangement we act on behalf of certain underwriters at Lloyd's under a binding authority. Please note that we do not approach the insurance market for alternative products outside of this facility.
- Payment of our invoice, or acceptance of our renewal invitation or quotation proposal by you placing a verbal or written order shall be deemed as acceptance of our renewal invitation or quotation offer and of these terms of engagement.
- We make every effort to correctly determine the premium, fire services levy (if applicable), GST and any other government charges, taxes, fees or levies that apply to your insurance. However, occasionally errors can occur. We may correct any such error and (except to the extent prohibited by law) we will not be responsible for any loss you suffer as a result of the error and its correction.
- You are responsible for the accuracy of all information given to the insurer and/or us in respect of any contract of insurance entered into. Any non-disclosure or misrepresentation of a material fact may prejudice your right to make a claim under your policy/ies.
- In the event that we cause any loss or damage to you, we will only be liable to the extent that our conduct caused that loss or damage. Should you also cause or contribute to that loss or damage, our liability will be reduced to the extent (which may be nil) which takes into account your share in causing or contributing to the loss or damage.
- In no event shall either party be liable for any indirect, special, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh Advantage Insurance and/or Marsh Advantage Insurance's Related Bodies Corporate and Associated Entities and their representatives

(including but not limited to Our/ their employees, agents, consultants and authorised representatives (collectively the "Relevant Persons"). The aggregate liability of Marsh Advantage Insurance and the Relevant Persons combined, arising out of or relating to the provision of services shall not exceed \$1 million. This provision applies to the fullest extent permitted by applicable law for all events giving rise to any liability on Marsh Advantage Insurance and/or the Relevant Persons' part, whether arising in contract, tort (including negligence) or on any other basis, but does not apply (a) to any liability arising as a result of fraud or wilful default by Marsh Advantage Insurance and/or the Relevant Persons or (b) in relation to any services supplied to you as a Retail Client as that term is defined in Chapter 7 of the Corporations Act 2001 (Cth).

- Subject to any express instructions from you, we will only place an insurance risk with an insurer authorised by the Marsh Market Information Group. However, we cannot and do not guarantee the solvency or continued solvency of any insurer. Where we advise you of an insurer's 'Standard & Poors' (or equivalent) credit rating this does not apply in relation to any insurances arranged for you as a Retail Client as that term is defined in Chapter 7 of the Corporations Act 2001 (Cth).
- If there is a refund of premium owed to you as a result of a cancellation to a policy, the premium, fire services levy (where applicable), GST and any other governmental charges, taxes, fees or levies will be returned to you on a pro rata basis excluding any fee and/or commission charged/earned which is deemed to be fully earned by us on placement of the policy.
- Either of us may terminate our terms of engagement by giving the other party fourteen (14) days written notice. On receipt of your notice of termination, we will immediately stop acting as your insurance broker. Because we earn our remuneration for arranging your insurance, we both agree no refund of commission or fee will be due to you on termination of our appointment.
- Unless advised otherwise we will forward all correspondence and policy documentation to the email address or postal address that you last provided to us as your correct contact details for the receipt of policy notices and information. The email address or postal address is the only official contact details on which we rely. It is your responsibility to ensure that these details are accurate and complete.
- We will retain the interest (if any) earned from the premium paid by you while it is in our trust account.

MARSH ADVANTAGE
INSURANCE

MARSH ADVANTAGE INSURANCE COMBINED LIABILITY POLICY WORDING



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1

About Marsh Advantage Insurance

Marsh Advantage Insurance (ABN 31 081 358 303, AFSL 238 369) is not the insurer. This policy is underwritten by certain underwriters at Lloyd's. Marsh Advantage Insurance acts under a binding authority on behalf of certain underwriters at Lloyd's and not on your behalf.

2

Insuring Agreements Coverage Section A, B & C – General & Products Liability

1. COVERAGE

The Insurer will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of damages (which includes amounts owing or liability incurred in respect of or arising out of a claim for recovery or contribution made pursuant to legislation concerning the operation of any statutory compensation scheme) in accordance with the law of any country or assumed under contract or agreement in respect of Personal Injury or Property Damage or Advertising Liability first happening during the Period of Insurance as a result of an Occurrence within the Territorial Limits in connection with the Insured's Business or Product.

2. LIMIT OF LIABILITY

The limit of the Insurer's liability in respect of any one Occurrence shall not exceed the Limit of Liability.

The total aggregate liability of the Insurer during the Period of Insurance for all claims arising from the Insured's Product shall not exceed the Limit of Liability for Products Liability.

3. SUPPLEMENTARY PAYMENTS

With respect to the indemnity afforded by this Policy the Insurer will:

- (a) defend at its own cost in the Insured's name and on the Insured's behalf any suit against the Insured alleging Personal Injury or Property Damage or Advertising Liability and seeking damages on account thereof even if such suit is groundless, false or fraudulent, but the Insurer shall not be obligated to pay any claim or judgement or to defend any suit after the applicable Limit of Liability has been exhausted by payment of judgements or settlements;
- (b) pay all expenses incurred by the Insured, all charges, costs or expenses recoverable from or awarded against the Insured in any such suit and all interest on the entire amount of any judgement therein which accrues after entry of the judgement and before the Insurer has paid or tendered or deposited in court that part of the judgement which does not exceed the limit of the Insurer's liability hereon;

- (c) pay premiums on appeal bonds and/or security for costs required in any such suit and pay premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable Limit of Liability of this Policy, but the Insurer shall have no obligation to apply for or furnish any such bonds and/or security for costs;
- (d) pay all charges, costs or expenses (including actual loss of earnings) incurred by the Insured either at the Insurer's request or with the Insurer's consent or reasonably in the investigation, defence or settlement of any claim or suit;
- (e) pay all legal costs incurred by the Insured with the consent of the Insurer for representation of the Insured at:
 - (i) any coroner's inquest or enquiry or court of criminal justice;
 - (ii) any proceedings in any court in connection with liability insured by this Policy;
 - (iii) any royal commission or government enquiry;
 - (iv) all costs and expenses incidental to the appeal of any judgment referred to in (i) to (iii) above;
- (f) pay all legal costs incurred by the Insured with the consent of the Insurer arising out of the defence of any proceedings in any court arising out of any alleged breach of statutory duty resulting in Personal Injury or Property Damage or Advertising Liability which may be the subject of indemnity under this Policy;
- (g) pay expenses incurred by the Insured for first aid rendered to others arising out of an Occurrence (unless prohibited by law);

The amounts thus incurred are payable by the Insurer in addition to the applicable Limit of Liability of this Policy.

Wherever the Insurer's consent to the Insured incurring an expense or taking a step is required herein, the Insurer's consent must not be unreasonably withheld.

Provided however that, in the event of a claim and/or action instituted against the Insured within the United States of America or Canada, or a claim and action to which the laws of the United States of America or Canada apply and which arise from export of the Insured's Product to or business visits by any director, executive or salesperson to those countries, the Limit of Liability shall apply to such claim and/or action inclusive of all Supplementary Payments.

In jurisdictions where the Insurer may be prevented by law or otherwise from carrying out this provision, the Insurer shall pay any expense incurred with its written consent for others to carry out such actions and payments on its behalf.

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Definitions

The following terms shall have meanings defined below for the purpose of this Policy:

1. ADVERTISING LIABILITY

“Advertising Liability” means:

- (a) the publication or utterance of a defamation;
- (b) any infringement of patent, copyright, design, title or slogan;
- (c) any infringement of trademark, service mark or trade name in a title or slogan but only where used on or in connection with goods or services sold, offered for sale or advertised;
- (d) piracy or unfair competition or idea misappropriation under an implied contract;
- (e) any invasion of right of privacy;

committed or alleged to have been committed and arising out of the Insured's advertising activities.

2. AIRCRAFT

“Aircraft” means any vehicle or thing designed to transport persons or property through the air, atmosphere or space.

3. DEDUCTIBLE

“Deductible” means the amount which is payable by the Insured (excluding legal, adjusters and other claim costs) as specified in the Schedule.

4. HOVERCRAFT

“Hovercraft” means any vessel, craft or thing made or intended to transport persons or property over land or water supported on a cushion of air.

5. INSURED

“Insured” wherever used in this Policy means:

- (a) the Insured named in the Schedule and includes:
- (b) all subsidiary and related bodies corporate as defined in the Corporations Act 2001 (including those acquired or incorporated during the Period of Insurance);
- (c) any other entity under the control of the named Insured (or subsidiary or related body corporate) and over which it is assuming active management.
- (d) any director, executive officer, employee or partner of the Insured but only whilst acting within the scope of their duties in such capacity;
- (e) any principal in respect of the liability of such principal arising out of the performance by the Insured of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement;
- (f) any officer, member, employee or voluntary helper of the Insured’s canteen, social and sporting clubs, child care facilities, welfare organisations, first aid, fire fighting or ambulance services in respect of claims arising from duties connected thereto;
- (g) any partner, director or senior executive of the Insured in respect of private work undertaken by the Insured’s employees for such partner, director or senior executive;
- (h) any principal, lessor, organisation, trustee, estate or person to which or to whom the Insured is obligated by virtue of a written contract to provide insurance as is afforded by this Policy, but only to the extent required by such contract;
- (i) any joint venture or partnership in which the Insured is engaged in or is a party to but only to the extent of the Insured’s liability in respect of such joint venture or partnership;
- (j) any person or organisation with respect to Personal Injury or Property Damage or Advertising Liability arising out of the Insured’s Product which are distributed or sold in the regular course of their business as vendor;

6. INSURED’S PRODUCT

“Insured’s Product” means anything (after it has ceased to be in the possession or under the control of the Insured) which is manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, altered, serviced, repaired, treated, sold, handled, supplied or distributed by the Insured or by others trading under the name of the Insured.

Insured's Product includes:

- (a) any packaging or containers thereof;
- (b) its design, formula or specifications and directions, instructions or advice given or omitted to be given in connection with such thing;
- (c) any other thing the Insured is deemed to have manufactured in the course of the Business including any discontinued product.

The Insured's Product shall not include a vending machine or any other property rented to or located for use of others but not sold.

7. LIMIT OF LIABILITY

"Limit of Liability" means the applicable limit of liability specified in the Schedule.

8. MEDICAL PERSONS

"Medical Persons" means medical practitioners, medical nurses, dentists and first aid attendants.

9 MULTIPLE DAMAGES

"Multiple Damages" shall mean additional damages resulting from the multiplication of compensatory damages against an Insured, such additional damages being awarded as a result of the Insured and/or their legal advisers having engaged in unnecessary delaying tactics or having hindered the due process of the court in some other manner.

8. OCCURRENCE

"Occurrence" means an event, including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury and/or Property Damage or Advertising Liability neither expected nor intended from the standpoint of the Insured.

All events of a series consequent on or attributable to one source or original cause will be deemed one Occurrence. With regards to Advertising Liability, all liability arising out of the same injurious material or act regardless of the number or kind of media used, the frequency or repetition thereof and number of claimants shall be deemed to be one Occurrence.

11. PERSONAL INJURY

“Personal Injury” means:

- (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury including loss of services, loss of consortium and/or loss of dependency resulting therefrom;
- (b) false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution or humiliation, trespass or nuisance;
- (c) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing Personal Injury or Property Damage or eliminating danger to persons or property;
- (d) publication or utterance of a defamation or invasion of the right of privacy;
- (e) discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at the intentional direction of the Insured, but only with respect to liability other than fines and penalties imposed by law.

12. PRODUCTS LIABILITY

“Products Liability” means Personal Injury or Property Damage arising out of the Insured’s Product or reliance upon a representation or warranty made at any time with respect thereto, but only where the Personal Injury or Property Damage occurs away from premises owned or controlled by or leased or rented to the Insured and after physical possession of such Insured’s Product has been relinquished to others.

13. PROPERTY DAMAGE

“Property Damage” means:

- (a) loss of, physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom. All such loss of use shall be deemed to happen at the time of the physical damage that caused it.
- (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by physical damage or destruction of other tangible property which first happened during the Period of Insurance. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.

14. TERRITORIAL LIMITS

“Territorial Limits” means anywhere in the world other than the United States of America or Canada and their respective territories and protectorates where this Policy will only apply in respect of:

- (a) Insured’s Product exported into those countries; or
- (b) the presence in those countries of any director, executive or salesperson but who are nonresident in such countries.

15. VEHICLE

“Vehicle” means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power.

16. WATERCRAFT

“Watercraft” means any vessel, craft or thing made or intended to float on or in or travel on or through water.

17. WORKER

“Worker” means any person engaged under a contract of service or apprenticeship with the Insured, but does not include a person employed under such contract who is excluded from the definition of ‘worker’ under any Workers’ Compensation Law.

18. WORKERS’ COMPENSATION LAW

“Workers’ Compensation Law” means any law relating to compensation for Personal Injury to a Worker.

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Exclusions

This insurance does not apply to

1. ADVERTISING LIABILITY

Advertising Liability resulting from:

- (a) failure of performance of contract, but this shall not relate to claims resulting from unauthorised appropriation of ideas based upon alleged breach of an implied contract; or
- (b) incorrect description of any article or commodity; or
- (c) mistake in advertised price.

2. AIRCRAFT, HOVERCRAFT AND WATERCRAFT

Liability arising out of the ownership, maintenance, operation or use by the Insured of:

- (a) any Aircraft or Hovercraft; or
- (b) any Watercraft

Provided that this Exclusion 2 part (b) shall not apply to Watercraft not exceeding 5 metres in length and then only whilst on inland waterways

3. AIRCRAFT PRODUCTS

Personal Injury or Property Damage arising out of any Insured's Product which is incorporated into the structure, machinery or controls of any Aircraft.

4. ASBESTOS

Personal Injury or Property Damage directly or indirectly caused by or arising from the existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

5. DEFAMATION

Liability arising out of the publication or utterance of a defamation:

- (a) made prior to the effective date of this Policy; or
- (b) made at the direction of the Insured with knowledge of the falsity thereof.

6. EMPLOYERS' LIABILITY

Liability for Personal Injury imposed:

- (a) by any Workers' Compensation Law;
- (b) by the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination or contract of employment or workplace agreement;

Provided that if the Insured:

- (i) is required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such injury; or
- (ii) is not required to so insure or otherwise fund such liability by reason only that the injury is to a person who is not a worker or employee within the meaning of the relevant Workers Compensation Law or the injury is not an injury which is subject to such Law;

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

- (c) any law relating to employment practices, including wrongful or unfair dismissal, discrimination or equal opportunity.

Provided further that this Exclusion 6. shall not apply to the liability of others assumed by the Insured under any contract or agreement.

7. FAULTY WORKMANSHIP / RECALL OF PRODUCT

- (a) Property Damage to any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the Insured or on the Insured's behalf, or by reason of materials or equipment which are proved to be defective or inadequate in

connection with such work, but this Exclusion 7. part (a) does not apply to Personal Injury or Property Damage resulting from such work.

- (b) Damages claimed for any loss, cost or expense incurred by the Insured for the inspection, repair, replacement, loss of use or recall of the Insured's Product if such Insured's Product is withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

8. FINES, PENALTIES, PUNITIVE, EXEMPLARY, MULTIPLE DAMAGES

Fines, or penalties, and/or liquidated, punitive, aggravated, exemplary and/or Multiple Damages imposed by law. Provided however that this Exclusion shall not apply to punitive or exemplary damages awarded in respect of defamation or Advertising Liability.

9. LOSS OF USE

Loss of use of tangible property which has not been physically injured or destroyed caused by:

- (a) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or
- (b) the failure of the Insured's Product to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured.

Provided that this Exclusion 9. part (b) does not apply to loss of use of other tangible property arising out of the sudden and accidental physical injury to or destruction of the Insured's Product after such Insured's Product has been put to use by any person or organisation other than an Insured.

10. NUCLEAR

Liability arising directly or indirectly caused by, contributed to, or arising from ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material.

11. OWNED PROPERTY / PROPERTY IN CARE, CUSTODY OR CONTROL

Property Damage to:

- (a) property owned by the Insured or any property leased or rented to the Insured to the extent that the Insured has agreed under contract to provide insurance therefor;
- (b) property in the physical or legal control of the Insured, other than:

- (i) premises (including landlord's fixtures and fittings) which are leased or rented to the Insured; or
- (ii) premises (including contents thereof) not owned, leased or rented by the Insured but temporarily occupied for work therein or thereon; or
- (iii) any Vehicle (not owned, leased or hired by the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst such Vehicle is in a car park owned or operated by the Insured, provided such car park is not owned or operated for reward; or
- (iv) the property (other than a Vehicle) of any director, executive officer or employee of the Insured or of any visitor to the Insured's premises; or
- (v) property (other than property described above) in the physical or legal control of the Insured up to limit as stated in the Schedule

12. POLLUTION

Personal Injury or Property Damage caused by the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

Provided however that:

- (a) this Exclusion 12. does not apply if such discharge, dispersal, release or escape arises out of a sudden, unexpected and unintended happening which takes place at a specific time and place and occurs outside of the United States of America or Canada;
- (b) expenses for the prevention of such contamination or pollution shall also form part of this Exclusion and shall not be recoverable under this Policy.

Notwithstanding the foregoing, it is specifically declared and agreed that this Exclusion 12. shall not apply to any liability arising out of electro magnetic radiation or electromagnetic fields or to any liability arising out of the discharge, dispersal, release or escape of legionellae bacteria.

13. PRODUCT DEFECT

Property Damage to the Insured's Product if such damage is caused by any defect therein or the harmful nature or unsuitability thereof.

14. PROFESSIONAL LIABILITY

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

Provided however that this Exclusion 14. does not apply to:

- (a) Coverage Section D Professional Indemnity
- (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.

15. TERRORISM

Personal Injury or Property Damage 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 such Personal Injury or Property Damage. For the purpose of this Exclusion Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.

This Policy also excludes Personal Injury or Property Damage 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.

16. VEHICLES

- (a) Liability for Personal Injury arising out of the use or ownership by the Insured of any Vehicles in respect of which there is required to be in force a policy of compulsory liability insurance or statutory indemnity for bodily injury.

Provided however that this Exclusion 16. part (a) shall not apply to liability for Personal Injury where compulsory liability insurance or statutory indemnity does not provide indemnity.

- (b) Property Damage arising out of the ownership, maintenance, operation or use by the Insured of any Vehicles being used in circumstances in respect of which there is required to be in force a policy of compulsory liability insurance or statutory indemnity, but this Exclusion 16. part (b) does not apply to:

- (i) the use of any tool or plant forming part of or attached to or used in connection with any Vehicle (excluding whilst the Vehicle is travelling, transporting or carting goods) at any work site;
- (ii) Property Damage arising out of or in connection with the loading or unloading of or the delivery or collection of goods from any Vehicle;
- (iii) the Insured's liability arising out of the use by employees or other persons in the course of the Business of any Vehicle not owned, hired, leased or supplied by the Insured and not required to be insured by the Insured by virtue of any legislation governing its use, but excluding the Insured's liability in respect of damage to any such Vehicle;
- (iv) damage to any weighbridge, road or anything beneath caused by the weight of such Vehicle or of the load carried thereon;
- (v) Property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading or unloading, whilst being operated or used within the confines of the Insured's premises;
- (vi) Property Damage caused by or arising from the operation or use of any Vehicle (not owned, leased or hired by the Insured) temporarily in the Insured's custody or control for the purpose of parking in a car park owned or operated by the Insured.

17. WAR

Liability arising directly or indirectly occasioned by, happening through or in consequence of war, invasion, act 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.

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Conditions

1. ACQUISITIONS OF PROPERTIES OR COMPANIES

Notwithstanding anything contained herein to the contrary the indemnity granted by this Policy extends to properties, assets, companies, firms or other bodies formed or acquired by the Insured or of which the Insured assumes management responsibility and which undertakes activities consistent with the description of the Insured's Business stated in the Schedule. The Insured shall disclose to the Insurer as soon as possible of any new acquisition which represents more than 15% of current group turnover in which event, the Insurer shall be entitled to reasonable additional premium for such acquisition.

Provided that no indemnity shall be granted in respect of claims for Personal Injury and/or Property Damage and/or Advertising Liability:

- (i) which happened prior to the date of such acquisition, formation or assumption of management responsibility; or
- (ii) where indemnity is provided by any existing insurance until expiry or cessation of such existing insurance.

2. HEADINGS

Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be interpreted by reference to such headings.

3. INSPECTION AND AUDIT

The Insurer shall be permitted, but not obligated, to inspect the Insured's property and operations with reasonable notice. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.

The Insurer may examine and audit the Insured's books and records at any time during the Period of Insurance and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

4. INSURED'S DUTIES

- (a) In the event of an Occurrence the Insured shall promptly take at its own expense all reasonable steps to prevent or minimise Personal Injury or Property Damage or Advertising Liability arising or continuing to arise out of the Occurrence.
- (b) The Insured shall give notice in writing to the Insurer as soon as reasonably practicable of every Occurrence likely to give rise to a claim under this Policy and shall forward to the Insurer all information relevant to such Occurrence that the Insurer may reasonably require, in particular every demand, writ, summons, proceeding, impending prosecution or inquest.
- (c) The Insured shall not without the Insurer's consent, make any admission, offer, promise or payment in connection with any Occurrence.
- (d) The Insured shall use its best endeavours to preserve all property, any Insured's Product, appliance, plant and all other things which may assist in the investigation or defence of a claim or in the exercise of rights of subrogation and so far as may be reasonably practicable no alteration or repair shall be effected without the consent of the Insurer until the Insurer shall have had the opportunity of inspection.
- (e) The Insured will co-operate with the Insurer and comply with the terms and Conditions of this Policy, and assist as necessary in enforcing any right to contribution or indemnity from any person, corporation or organisation.

5. POLICY INTERPRETATIONS

Where words other than the Insured or the Insurer have been used in this Policy to represent those legal entities, it is agreed that for the purposes of this Policy and any subsequent Endorsements, the words the Insured and the Insurer are deemed to have the same meaning as those alternative words used in this Policy.

It is further agreed that

- (a) words importing persons shall include corporations and other legal entities
- (b) references in the singular shall be deemed to include the plural and vice versa
- (c) words depicting any gender include reference to all other genders
- (d) references to money shall be expressed as Australian dollars, unless otherwise stated.

6. PROPER LAW

This Policy shall be interpreted in accordance with the laws of Australia and the States or Territories thereof. All disputes arising out of or under this Policy will be subject to determination by any court of competent jurisdiction within Australia.

7. SEVERABILITY AND CROSS LIABILITY

This Policy, including any amendment, renewal or variation or Endorsement to or of it, shall be construed as if each person or entity entitled to claim on it, whether a party to the contract or not, had made a proposal, application or request for the Policy, or amendment, or renewal, or variation or endorsement, in respect of their interest only. Further any information or knowledge possessed by such person or entity, whether possessed before or after the contract was entered into, shall not be imputed to any other person or entity.

The Insurer will not seek any relief whatsoever (including cancellation of the Policy) for non-disclosure or misrepresentation or both against a person or entity entitled to claim under this Policy unless the Insurer would have been entitled to that relief had the person or entity claiming been the only person or entity covered by the Policy.

Each person or entity indemnified under this Policy is separately indemnified in respect of claims made against any of them by any other of them, provided that nothing in this clause will operate to increase the Insurer's Limit of Liability.

8. STATUTORY REQUIREMENTS

The Insured shall take reasonable measures to comply with all statutory obligations and regulations imposed by any statutory or governmental authority.

9. SUBROGATION

In the event of payment for loss under this Policy to or on behalf of the Insured, the Insurer shall be subrogated to all the Insured's rights of recovery against all persons and entities.

The Insurer agrees to waive all rights of subrogation under this Policy against any corporation or corporations, the majority of whose capital stock is owned or controlled by the Insured, or against any corporation, firm or person who owns or controls the majority of the capital stock of the Insured, or any person or entity to whom or to which protection is afforded under this Policy except if such corporation, firm, person or entity is protected from such loss by any other policy of indemnity or insurance, and the Insured has not contractually bound to waive any right of subrogation or contribution against such corporation, firm, person or entity.

10. CANCELLATION

This Policy may be cancelled by the Insured at any time by giving notice in writing to the Insurer.

The Insurer may cancel this Policy for any of the reasons set forth in Section 60 of the Commonwealth Insurance Contracts Act 1984 (as amended), such cancellation to take effect sixty (60) days from the time of notification received by the Insured.

In either event, the premium will be adjusted for the time the Policy has been in force and a refund of premium will be allowed pro rata for the unexpired Period of Insurance.

11. PREMIUM

Unless otherwise stated the premium for this Policy or any renewal or replacement thereof is a flat premium and is not subject to adjustment except as provided in CONDITION 1 - ACQUISITIONS OF PROPERTIES OR COMPANIES and CONDITION 11 - CANCELLATION.

However, where the premium is stated to be adjustable, the Insured shall within a reasonable period after the expiry of each annual Period of Insurance furnish such information as the Insurer may require to adjust the premium, and any difference in premium shall be paid by or allowed to the Insured as the case may be.

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Insuring Agreement Coverage D – Professional Indemnity

1. COVERAGE

The Insurer will indemnify the Insured against civil liability for compensation up to the Limit of Liability from any claim first made against the Insured and notified to the Insurer during the Period of Insurance resulting from the conduct of the Insured's Professional Services as stated in the schedule.

With respect to the indemnity provided by this Policy the Insurer will pay costs and expenses incurred by the Insured or on the Insured's behalf in the investigation, defence or settlement of a claim. The amounts incurred are payable in addition to the Limit of Liability and up to an amount equal to the Limit of Liability.

2. LIMIT OF LIABILITY

The limit of the Insurer's liability in respect of any one claim shall not exceed the Limit of Liability specified in the Schedule.

The total aggregate liability of the Insurer during the Period of Insurance for all claims shall not exceed the Aggregate Limit of Liability specified in the Schedule.

3. CLAIMS MADE PROVISIONS

Coverage Section D of this Policy provides cover on a "claims made" basis. This means that claims first made against the Insured AND reported to the Insurer during the Period of Insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Policy and Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If the Insured become aware of facts that may give rise to a claim, and give written notice to the Insurer of those facts as soon as possible (and before the Period of Insurance expires), then the Insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, the Insured must advise the Insurer in writing of all incidents that may give rise to a claim against the Insured without delay after such incidents come to the Insured's attention and before the Period of Insurance expires.

4. RETROACTIVE DATE

Coverage Section D of this Policy provides indemnity in respect of claim(s) arising from acts, errors or omissions committed or alleged to have been committed on or after the Retroactive Date.

The Retroactive Date under this Policy is as stated in the Schedule unless specified otherwise.

5. EXTENSIONS

- 5.1 Intellectual property – indemnity against civil liability arising from any claim for any unintentional infringement of copyright, trademark, patent etc.
- 5.2 Loss of documents – indemnity to the Insured against civil liability arising from any claim for the loss of any documents for which the insured are legally responsible that have been unintentionally damaged, destroyed, etc subject to an annual aggregate sublimit of \$250,000.
- 5.3 Fines & penalties – any legal liability for a penalty imposed by any regulatory authority arises from breach of occupational health & safety or environmental legislation including cost & expenses to defend / settle (refer to exclusion 8) subject to an annual aggregate sublimit of \$250,000.
- 5.4 Official investigations & enquiries – costs & expenses to represent the insured in the investigation or enquiry conducted by a regulatory authority (e.g. Australian Securities & Investments Commission).
- 5.5 Fidelity (sub limited) – indemnity to the Insured against financial loss caused by employee dishonesty, excluding the person who committed such act subject to an annual aggregate sublimit of \$100,000.
- 5.6 Defamation / libel / slander – indemnity to the Insured against civil liability arising from any claim for any actual or alleged libel, slander or defamation act.
- 5.7 Joint venture liability – indemnity to the Insured in respect of any claim for the proportion of any legal liability arising out of any professional business in which the Insured is engaged as joint venture.
- 5.8 Australian Consumer Law – indemnity to the Insured against civil liability arising from any claim under the Australian Consumer Law or the Competition and Consumer Act 2010 (Cth), or other similar legislation in Australia.

6. EXCLUSIONS (ONLY APPLICABLE TO COVERAGE SECTION D)

This Coverage Section does not indemnify the Insured against any claim or claims arising directly or indirectly out of or in respect of

- 6.1 Products
the design, specification, formulation, manufacture, construction, installation, sale, supply, distribution, treatment, service, alteration or repair of any goods or products.

- 6.2 **Employers' Liability**
Injury of or to any person in the course of his or her employment by the Insured under any contract of service or apprenticeship or for any breach of any obligation owed by the Insured as an employer to any employee,
- 6.3 **Property**
the ownership, possession or use by or on behalf of the Insured of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle,
- 6.4 **Insurances**
the failure to ensure that insurances have been effected and maintained,
- 6.5 **Infringement of Copyright**
any actual or alleged infringement of copyright, patent, registered design, trade mark or passing-off,
- 6.6 **Cross Liability**
or where the claim is made by one Insured or an entity financially associated with the Insured against another Insured, unless the claim originally emanates from an independent third party,
- 6.7 **Dishonesty**
Any dishonest, fraudulent, criminal or malicious act or omission,
- 6.8 **Insolvency or Bankruptcy of Insured**
the administration, receivership, insolvency or bankruptcy of the Insured,
- 6.9 **Directors and Officers**
any person acting in their capacity as a director or officer of the Insured or of any firm or company,
- 6.10 **USA Office**
any professional business as stated in the Proposal undertaken from an office situated in the United States of America or in any territories which operate under the laws of the United States of America,
- 6.11 **Prior or Pending Claim**
any claim made against the Insured prior to the inception of the Period of Insurance or any claim or circumstance about which the Insured knew or should have known prior the Period of Insurance.

7. DEDUCTIBLE

The deductible amount specified in the Schedule under Coverage Section D is 'Costs Exclusive'.

7

Additional Clauses

The following clauses are attaching to and forming part of Marsh Advantage Insurance Combined Liability Policy:

PROFESSIONAL INJURY EXCLUSION:

This Policy excludes any claim, loss, damage, liability or costs and expenses incurred directly or indirectly from bodily injury to a professional sports person

INTERNET ENDORSEMENTS:

- 1) Australian Jurisdiction
- 2) Excluding claims, costs or expenses arising from the United States
- 3) Excluding claims, costs or expenses arising from the selling of metabolic drugs/slimming products
- 4) Professional Injury Exclusion
- 5) Internet Cyber Liability Endorsement
- 6) Rights of Recourse Warranty

ABUSE EXCLUSION

This policy does not cover any claims, costs or expenses arising directly or indirectly out of any alleged sexual abuse, harassment, molestation and or racial discrimination or the consequences thereof

REGISTERED TRAINING ORGANISATION

“Registered Training Organisation” (RTO) shall mean a registered training organisation (RTO) that is registered by a state and territory training authority that delivers nationally recognised training that is recognised by all RTOs throughout Australia. It is part of a training package that has been developed to meet the needs of a particular industry and results in a qualification that is part of the Australian Qualifications Framework

ACTIVITIES EXCLUSION

It is hereby noted and agreed that this Policy shall not indemnify the Insured for any claim arising in connection with

- 7.11.1 Activities unconnected with the insured’s personal scope of practice and or qualifications from a Registered Training Organisation unless specifically agreed
- 7.11.2 Fitness professionals who are owners/operators of commercial fitness facilities;
- 7.11.3 Fitness professionals who have employees or more than 3 subcontractors at any one time
- 7.11.4 Fitness professionals who sell and/or hire fitness machinery
- 7.11.5 Any swimming instruction by swim teachers and or coaches.
- 7.11.6 Internet operations including the sale of products unless specifically agreed

MINORS EXCLUSION

This policy does not cover any claims, costs or expenses arising directly or indirectly out of working with minors, unless the work has been specifically disclosed and prior agreed by Underwriters in writing. For the purposes of this endorsement, a minor is considered to be any person under the age of 16

All other terms, conditions, limitations and exclusions remain unaltered.

ELECTRONIC DATA AND CYBER RISK EXCLUSION

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This policy does not cover any claim, costs or expenses directly or indirectly arising out of, caused by, contributed to or resulting from any:

1. Functioning, non functioning, improperly functioning, availability or unavailability of:
 - (a) The internet or similar facility; or
 - (b) Any intranet or private network or similar facility; or
 - (c) Any website, bulletin board, chat room, search engine, portal or similar third party application service
2. Alteration, corruption, destruction, distortion, erasure, theft or other loss of or loss of use or damage to DATA, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set; or
3. Loss of use or functionality, whether partial or entire, cost, expenses of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability of any insured to conduct business.

Clauses (1), (2), and (3) apply regardless of any other cause or event contributing concurrently or in any other sequences to the loss

MARSH ADVANTAGE INSURANCE

Marsh Advantage Insurance Pty Ltd
ABN 31 081 358 303
Collins Square
727 Collins Street
Melbourne VIC 3008
GPO Box 1229
MELBOURNE VIC 3001
+61 3 9603 2222

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If this communication contains personal information we expect you to treat that information in accordance with the Australian Privacy Act 1988 (Cth) or equivalent. You must advise us if you cannot comply.

CLIENT	
Kathryn Bonanno 8 Beaufort Street Alderley QLD 4051	
CLASS OF RISK	PERIOD OF INSURANCE
Public Liability / Professional Indemnity Policy Number: 609/9038562/FIT	From: 4.00 pm on 16th May 2016 To: 4.00 pm on 16th May 2017
<p>Binding Authority The Insurer has given us an authority to effect this contract of insurance with you. In doing so, we will be acting as an agent of the Insurers and not as your agent.</p> <p>Special Note It should be noted that the details contained in this Cover Summary are intended to serve only as a brief outline of the nature of the cover and are submitted subject to the terms, exclusions, conditions, limitations and other provisions of the policy documentation. You should read the policy wording to determine whether the cover meets your needs.</p> <p>ITEM 1 - Insured: Kathryn Bonanno Take Charge in Fitness</p> <p>ITEM 2 - Address: 8 Beaufort Street Alderley QLD 4051</p> <p>ITEM 3 - Period of Insurance: From 4.00pm 16/05/2016 To 4.00pm 16/05/2017</p> <p>ITEM 4 - Business of Insured: Individual fitness professionals who are either self employed or employees: <ul style="list-style-type: none"> * Whilst carrying out activities for which they are qualified by a Registered Training Organisation to conduct, including fitness instruction at a clients residence with use of own equipment * Engaging in promotion of fitness, health and associated activities * Engaging in product sales up to \$25,000 turnover per annum and subject to no Internet sales * Engaging up to 3 subcontractors at any one time subject to each subcontractor having their own public and professional liability insurance (In excess of 3 subcontractors requires a separate policy please contact Marsh Advantage Insurance on 1300 655 971) </p>	

COVERAGE SUMMARY

Kathryn Bonanno
Public Liability / Professional

- * Engaging in boxing limited to pad work and non contact sparring
- * Engaging in other activities incidental to those which they are qualified by a Registered Training Organisation to conduct including trade shows, expos, conferences, information seminars and promotional events

**Geographical
Location**

Anywhere in Australia and New Zealand

**Interested
Parties:**

None Noted

ITEM 5 - Premium: This will be shown in your Certificate of Insurance and Tax Invoice

**Specified
Additional
Business
Activities:**

None Noted

LIMITS OF LIABILITY

SECTION A: General Liability

\$ 10,000,000 - Any one Occurrence
- Defence costs in addition

Care, Custody and Control

\$ 25,000 - Any one Occurrence

SECTION B: Products Liability

\$ 10,000,000 - Any one Occurrence and in the aggregate
any one Period of Insurance
- Defence costs in addition

SECTION C: Advertising Liability

\$ 10,000,000 - Any one Occurrence and in the aggregate
any one Period of Insurance
- Defence costs in addition

SECTION D: Professional Indemnity

\$ 10,000,000 - Any one Claim and in the aggregate
any one Period of Insurance
- Defence costs inclusive

**Self-Insured
Excess:**

\$ 250 - Each and every claim
- Including Defence Costs

Retroactive Date: Professional indemnity only (Section D cover)
Three (3) years prior to inception of policy,
known claims and/or circumstances excluded

COVERAGE SUMMARY

Kathryn Bonanno
Public Liability / Professional

**Business of
Insured - Policy
Exclusions:**

Cover does not extend to:

- * Activities unconnected with the insured's personal scope of practice and/or qualifications from a Registered Training Organisation unless specifically agreed
- * Fitness professionals who are owners/operators of commercial fitness facilities
- * Fitness professionals who have employees or more than 3 subcontractors at any one time
- * Fitness professionals who sell and/or hire fitness machinery
- * Any swimming instruction by swim teachers and/or coaches
- * Internet Operations including the sale of products unless specifically agreed

**Exclusions,
Conditions &
Endorsements:**

This policy contains exclusions, conditions and endorsements which may be relevant in the event of a claim. This summary does not state the precise extent of cover or exclusion clauses contained within the policy. The full terms and conditions are contained in the policy document and it is essential that these be read carefully, with particular attention to the exclusions. Please contact us should you require any more specific information.

TRAINING OF PREGNANT WOMEN: Please note it is a policy condition that a 'Physical Activity Readiness Medical Examination for Pregnancy' questionnaire is completed by any pregnancy client that you train 'one on one'. If you carry out group exercise classes it is RECOMMENDED that this questionnaire is also completed by any pregnant participant however not a policy requirement. We also recommend that in group exercise classes you always ask whether any participants have any medical conditions or injuries that you should be aware of. Please contact our office for a copy of this questionnaire.

Policy Wording: Marsh Advantage Combined Liability Policy
September 2014

Insurance Entity

Atrium AUW609
- Certain underwriters at Lloyd's
1 Lime Street
LONDON EC3M 7HA UK

Proportion
100.00%

RECORD OF ANSWERS

Please find detailed below, a record of the answers provided by you when

COVERAGE SUMMARY

Kathryn Bonanno
Public Liability / Professional

making a new application for insurance or renewal of your insurance either online through our website or by completing and returning your Application Form or Renewal Declaration form.

By providing your email address you have agreed that we may communicate with you solely by electronic means, including sending renewal notices and all policy documentation unless you tell us otherwise.

If any information contained within this document is incorrect, please contact us immediately at Marsh Advantage Insurance on 1300 655 971.

Would you like a hard copy of your documents sent to you? Yes

You have nominated to not receive communication about other range of Products? No

Do you have any additional information to declare? No

Do you need an Interested Party Noted on your Policy? No

Please advise if you operate an interactive website providing online fitness and nutritional assessments or product sales? No

Do you engage in product sales which results in over \$25,000 turnover per annum? No

Do you engage in any overseas operations and/or activities? No

Are there any activities that you are conducting for which you are not qualified to conduct by a Registered Training Organisation for which you require cover? No

You are accredited by None

Did you receive your qualification from an Australia Registered Training Organisation? Yes

Have any claims for liability/indemnity been made against you in last five (5) years? No

Have there been any incidents in the last five (5) years that may result in claims against you (whether you were insured or not)? No

Year	No Incs	No Clms	Amt Settled	Amt O/S	Description
None	None	None	Nil	Nil	None

You have acknowledged that you have reviewed both the "Policy Wording" and "Important Notices" and was provided with option to Print or save these documents for your records? Yes

You have confirmed that you have read, understood and accepted the

COVERAGE SUMMARY

Kathryn Bonanno
Public Liability / Professional

the Marsh Remuneration and Terms of Engagement, Online Trading
Additional terms of engagement if processed online and the Privacy
Statement? Yes

You have confirmed that you have read, understood and agreed to the
Marsh Advantage Combined Liability Policy September 2014 Yes

You have confirmed that you have read, understood and agreed to the
Declaration provided to you? Yes

INSURANCE ENTITY	POLICY NUMBER	PROPORTION
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Marsh Ltd (UK)	609/9038562/FIT	100.0000%
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Victoria House, Queens Road
NORWICH UK NR1 3QQ

*** INSURERS ON RISK**

- Certain Underwriters at Lloyd's	100.0000%
1 Lime Street	
LONDON EC3M 7HA UK	

Premium Details :

Billing Currency : Australian Dollars

Premium	46.00
Stamp Duty	4.55
Broker Fee	53.50
GST	9.95
TOTAL	114.00