

EFFECTIVE NEW 1/12/81

APPENDIX A

RENEWALS As Validity due from 1/12/81



# CATHOLIC CHURCH INSURANCES LIMITED

(Incorporated in N.S.W. 1911)

SPECIMEN B - POLICIES ISSUED / RENEWED  
1/12/81 TO 30/11/86

## LIABILITY POLICY

The Insured having made to The Company a written Proposal and Declaration which is deemed to be incorporated herein and having paid or agreed to pay the Premium then subject to the terms conditions exceptions provisions and memoranda contained herein endorsed hereon or attached hereto The Company will indemnify The Insured as hereinafter provided.

### SECTION 1 — PUBLIC LIABILITY

The Company will pay to or on behalf of The Insured all sums which The Insured shall become legally liable to pay for compensation in respect of:—

- (a) bodily injury (which expression in this Policy includes death and illness);
- (b) damage to property (which expression in this Policy includes loss of property).

occurring during the Period of Insurance as a result of an accident and happening in connection with The Business.

Limit of Indemnity

Provided that the liability of The Company for all compensation payable as a result of any occurrence or number of occurrences arising directly or indirectly from one source or original cause shall not exceed the Limit of Indemnity specified in respect of Section 1 in The Schedule.

### SECTION 2 — PRODUCTS LIABILITY

The Company will pay to or on behalf of The Insured all sums which The Insured shall become legally liable to pay for compensation in respect of:—

- (a) bodily injury (which expression in this Policy includes death and illness);
- (b) damage to property (which expression in this Policy includes loss of property),

occurring during the Period of Insurance as a result of an accident and caused by the nature condition or quality of any of The Products sold or supplied by The Insured from within the Commonwealth of Australia in connection with The Business.

Limit of Indemnity

Provided that the liability of The Company for all compensation payable in respect of bodily injury and damage to property occurring during any one Period of Insurance shall not exceed the Limit of Indemnity specified in respect of Section 2 in The Schedule.

Provided further that The Company shall not be liable to pay any compensation in respect of punitive or exemplary damages.

### SECTION 3 — LAW COSTS

The Company will also pay all charges expenses and law costs incurred by The Company or by The Insured with the written consent of The Company in the settlement or defence of claims for compensation in respect of which The Insured is entitled to indemnity under the Policy or if sustained would be so entitled and all charges expenses and law costs recoverable from The Insured by claimants in connection with such claims.

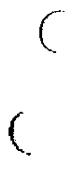
Provided always that the due observance and fulfilment by The Insured of the terms conditions and memoranda contained herein endorsed hereon or attached hereto insofar as they relate to any thing to be done or complied with by The Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of The Company to make any payment under the Policy.

Provided further that in the application of any term or provision of the Policy which:—

- (i) limits the amount which The Company shall become liable to pay; or
- (ii) reduces the amount by payment of which The Company may discharge its liability in respect of any claim or claims,

all sums which The Company has paid to or on behalf of any persons pursuant to the Policy (other than those paid pursuant to Section 3) shall be taken into account as though they had been paid to The Insured.

ENDORSEMENTS



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## EXCEPTIONS APPLICABLE TO SECTION 1 ONLY

The Company shall not be liable for:—

- |                                |   |
|--------------------------------|---|
| <b>Vehicles</b>                | (a) claims in respect of bodily injury or damage to property caused by or arising out of the use of any vehicle owned by or in the physical or legal control of The Insured or any attachment to any such vehicle:—<br>(i) which is registered; or<br>(ii) in respect of which insurance is required by virtue of any legislation relating to motor vehicles; or<br>(iii) which is otherwise insured in respect of the same liability;  |
| <b>Aircraft</b>                | (b) claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with:—<br>(i) any aircraft or aerial device in the physical or legal control of The Insured or used in work undertaken by or on behalf of The Insured;   |
| <b>Watercraft</b>              | (i) the ownership possession or use by or on behalf of The Insured of any watercraft whilst afloat or any conveyance designed to travel supported by air pressure;  |
| <b>Faulty Workmanship</b>      | (c) claims in respect of the cost of performing completing correcting or improving any work undertaken by The Insured;  |
| <b>Pressure Vessels</b>        | (d) claims in respect of bodily injury or damage to property arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure:—<br>(i) owned by The Insured, or<br>(ii) in the physical or legal control of or used by The Insured,<br>and in respect of which a certificate is required to be issued under the terms of any Statute or Regulation thereunder.<br>This Exception (d) shall apply only to the extent that The Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy of insurance; |
| <b>Goods Supplied</b>          | (e) claims in respect of bodily injury or damage to property caused by the nature condition or quality of goods (which expression includes containers) sold or supplied by The Insured other than goods under the control or in the actual physical custody of The Insured or any person in the direct service of The Insured;  |
| <b>Building Work</b>           | (f) claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with the erection demolition alteration of and/or addition to buildings by or on behalf of The Insured except such erection demolition alteration or addition not exceeding in cost the sum of \$50,000;   |
| <b>Professional Liability</b>  | (g) claims arising out of a breach of the duty owed in a professional capacity by The Insured and/or persons for whose breaches of such duty The Insured may be legally liable;   |
| <b>Territorial Limitations</b> | (h) claims:—<br>(i) brought against The Insured in any country (outside the Commonwealth of Australia) in which The Insured is represented by a branch or by a company firm or individual holding The Insured's power of attorney;<br>(ii) in respect of bodily injury or damage to property occurring outside the Commonwealth of Australia but this clause (ii) shall not apply to such claims arising from the presence outside the Commonwealth of Australia of any person who is normally resident in the Commonwealth of Australia.   |

## EXCEPTIONS APPLICABLE TO SECTION 2 ONLY

The Company shall not be liable for:—

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|---------------------------------------|--|
| <b>Design</b>                         | (i) claims in respect of bodily injury or damage to property caused by or arising out of:—<br>(i) the harmful nature condition or quality of any of The Products which nature condition or quality results from the use of any design formula specification plan or pattern intended to be used by The Insured;  |
| <b>Advice</b>                         | (ii) any defect or deficiency in the direction or advice intended to be given by The Insured concerning the use or storage of The Products;  |
| <b>Used by Insured</b>                | (iii) the use or application by The Insured of any of The Products intended to be used or applied by The Insured unless such bodily injury or damage to property is caused by a defect or deficiency in The Products;  |
| <b>Known Defects</b>                  | (iv) any defect or deficiency in any of The Products which defect or deficiency The Insured himself or his employees (other than employees below a supervisory level) or agents has knowledge of or has reason to suspect at the time when the said Product passes from the actual physical custody of The Insured or of any person under the control of The Insured;  |
| <b>Products in Control or Custody</b> | (j) claims:—<br>(i) in respect of bodily injury or damage to property caused by or arising out of The Products under the control or in the actual physical custody of The Insured or any person in the direct service of The Insured;  |
| <b>Aircraft</b>                       | (ii) in respect of bodily injury or damage to property caused by or arising out of The Products manufactured specifically for and installed in an aircraft or other aerial device or caused by or arising out of Products which The Insured knew would be so installed;  |
| <b>Foreign Legislation</b>            | (iii) in respect of bodily injury or damage to property which claims are made upon The Insured or any other persons or party outside the Commonwealth of Australia in any country where:—<br>(a) the law of that country requires that liability in respect of products sold or supplied shall be insured or secured with an Insurer or organisation which is licensed in that country to grant such insurance or security; or<br>(b) The Insured is represented by a branch or by a company firm or individual holding the Insured's power of attorney; |
| <b>Territorial Limitations</b>        |  |

- Product Recall** (k) claims in respect of the cost of recalling repairing or replacing any of The Products or making any refund on the price paid for any Product;
- Hold Harmless Agreements** (l) any sum for which The Insured shall become legally liable in respect of bodily injury or damage to property arising out of any of The Products manufactured or processed by The Insured and which sum The Insured would have been legally entitled to recover from any party but for an agreement between The Insured and such party.

### GENERAL EXCEPTIONS APPLICABLE TO ALL SECTIONS

The Company shall not be liable for:—

- Employer's Liability** (m) claims in respect of bodily injury or damage to property.—  
 (i) for which insurance against such liability (whether the insurance is limited in amount or not) is or would have been provided under a policy in a form prescribed or approved under or issued in pursuance of any Workers or Workmen's Compensation legislation applicable to The Insured or any extension of such policy granted on request as a matter of usual practice by insurers authorised to issue such policies;  
 (ii) to or of any person in the service of The Insured and which claims arise from a liability imposed by any Industrial Award or Agreement or Determination;
- Property in Custody or Control** (n) claims in respect of damage to property of The Insured or in the physical or legal control of The Insured;
- War** (o) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- Radioactivity** (p) claims in respect of bodily injury or damage to property directly or indirectly caused by or contributed to by or arising from:—  
 (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception only combustion shall include any self-sustaining process of nuclear fission;  
 (ii) nuclear weapons material;
- Pollution** (q) claims in respect of bodily injury or damage to property caused by or arising out of contamination or pollution by the harmful nature of any substance discharged dispersed released or which has escaped into or upon land the atmosphere or any watercourse or body of water unless such discharge dispersal release or escape is sudden and accidental.

### DEFINITIONS

In this Policy:—

- (1) "vehicle" shall mean any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer made or intended to be drawn by any such machine;
- (2) "watercraft" shall mean any vessel craft or thing made or intended to float on or in or travel on or through water.

### ADDITIONAL PROVISIONS

- Car Parks** A Exceptions (a) and (n) shall apply to:—  
 (a) liability in connection with:—  
 (i) any vehicle belonging to The Insured;  
 (ii) any vehicle used by or on behalf of The Insured independently of his operations as a car park owner or operator;  
 (b) liability arising directly or indirectly out of or caused by or in connection with the service repair and/or maintenance of any vehicle,  
 but otherwise shall not apply to claims in respect of bodily injury or damage to property (other than premises referred to in Additional Provision (B)) arising from the use of any vehicle in the physical or legal control of The Insured where such bodily injury or damage to property occurs whilst such vehicle is in a car park owned or operated by The Insured.
- Tenant's Liability** B Exceptions (a) and (n) shall not apply to claims in respect of damage caused by:—  
 (i) fire or explosion;  
 (ii) water discharged or leaking from any pipe or water system;  
 (iii) impact by any vehicle;  
 to premises (including landlord's fixtures fittings and furnishings) not being The Insured's own but in his physical or legal control and designated in The Schedule under the heading "Tenant's Liability Provision".  
 Provided that in respect of all compensation payable for such damage to any premises designated in The Schedule the liability of The Company during any one Period of Insurance shall not exceed the limit specified in The Schedule in respect of those premises.  
 This Additional Provision B applies only when specifically referred to in The Schedule under the heading "Tenant's Liability Provision".

**Indemnity of Employees and Others**

- C The Company will to the extent of the indemnity granted by this Policy indemnify:—
- (a) any director or employee of The Insured in respect of claims for which The Insured would be:—
    - (i) legally liable; and
    - (ii) entitled to indemnity under the Policy, if the claims were made upon the Insured;
  - (b) any voluntary worker officer or responsible official of The Insured (including any member of a Parish Council or School Board or any member of a Committee or Association) whilst engaged in the performance of honorary duties in connection with The Business and with the consent of The Insured;
  - (c) any office bearer or member of a welfare social or sporting club formed under the auspices patronage or sponsorship of The Insured in respect of claims arising from any activities organised or controlled by such club;
  - (d) the personal representative of any person entitled to be indemnified by this Policy in the event of the death of that person in respect of liability incurred by that person.

Provided that it shall be a condition precedent to the right of any person to indemnity that such person shall as though he were The Insured comply with and be subject to the terms conditions exceptions provisions and memoranda of the Policy in so far as they can apply.

**Schools' Watercraft**

- D Exception (b)(ii) shall not apply to claims in respect of bodily injury or damage to property arising out of the ownership possession or use of watercraft directly in connection with Schools or Colleges owned or conducted by The Insured.

Provided that the indemnity granted by this Additional Provision shall apply only whilst such watercraft are being used on inland waterways or within 5 kilometres of the coast.

**Property in Custody or Control**

- E Exception (n) shall not apply to claims in respect of damage to property in the physical or legal control of The Insured whilst such property is on the premises of The Insured Provided that such property is the property of the staff students or voluntary workers of The Insured or any member of the Insured's Parish Council or School Board or any member of a Committee or Association which operates in connection with The Business.

Provided further that such property is not leased hired or rented by The Insured.

**Indemnity of Principal**

- F As far as is necessary to meet the requirements of any contract or agreement entered into by The Insured with any Principal, The Company will at the request of The Insured and to the extent of the indemnity granted by this Policy indemnify the Principal in respect of the performance of such contract by The Insured.

Provided that it shall be a condition precedent to the right of any principal to indemnity that such principal shall as though he were The Insured comply with and be subject to the terms conditions exceptions provisions and memoranda of the Policy in so far as they can apply.

**Non-Contribution**

- G In respect of any claim for which The Insured or any other party is or but for this Provision would be entitled to indemnity both under this Policy by the operation of Additional Provision A B C D E or F and under any other policy of insurance the indemnity under this Policy shall apply only in respect of an amount in excess of the indemnity provided by that other policy.

**Activities connected with The Business**

- H The Company will to the extent of the indemnity granted by this Policy and subject to the terms exceptions conditions provisions and memoranda of the Policy indemnify The Insured or any other person entitled to indemnity under this Policy in respect of the following activities or events conducted in connection with The Business:—

festes, exhibitions, art and craft shows, carnivals and other fund raising activities, social functions, sports meetings or sports carnivals, walkathons, school excursions or school camps, work experience programmes for students, and all other similar activities or as may be agreed from time to time.

Provided that such activities or events are organised by or under the control of The Insured or are conducted with the consent of The Insured.

**Owner's and/or Occupier's Liability**

- I The Company will to the extent of the indemnity granted by this Policy and subject to the terms exceptions conditions provisions and memoranda of the Policy indemnify The Insured as owner and/or occupier of properties including any properties acquired during the currency of this policy.

**Cross Liability**

- J Where The Insured is comprised of more than one party the words "The Insured" shall be considered as applying to each party comprising The Insured in the same manner as if that party were the only party named herein as The Insured.

This Policy and The Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of The Schedule shall bear such meaning wherever it shall appear.

**CONDITIONS**

**Notice of Claims**

1. Notice in writing shall be given as soon as possible to The Company of:—

(a) every occurrence claim writ summons proceedings impending prosecution inquest in respect of which there may arise liability under the Policy;

**Change of Risk**

(b) every change materially varying any of the facts or circumstances existing at the commencement of this insurance that shall come to the knowledge of The Insured. Such notice shall be given by The Insured whose knowledge shall be deemed to include the knowledge of any person whose knowledge would in law be that of The Insured.

**Claims**

2. (a) The Insured shall not without the consent in writing of The Company make any admission offer promise or payment in connection with any occurrence or claim and The Company if it so desires shall be entitled to take over and conduct in the name of The Insured the defence or settlement of any claim.

- (b) The Insured shall use the best endeavours to preserve any products appliances plant or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall be made to any premises fencing machinery furnishings fittings appliances or plant without the consent of The Company until The Company shall have had an opportunity of inspection
- (c) The Company shall be entitled to prosecute in the name of The Insured at its own expense and for its own benefit any claim for indemnity for damages or otherwise
- (d) The Company shall have full discretion in the conduct of any proceedings in connection with any claim and The Insured shall give all information and assistance as The Company may require in the prosecution defence or settlement of any claim
- Discharge of Liabilities** 3. The Company may at any time pay to The Insured in respect of all claims against The Insured arising directly or indirectly from one source or original cause the amount of the limit of indemnity or such other amount specified in respect thereof (after deduction of any sum or sums already paid by The Company which sum or sums would reduce the amount of unfulfilled liability of The Company in respect thereof) or any lesser sum for which the claim or claims can be settled and upon such payment The Company shall relinquish conduct or control of and be under no further liability under the Policy in connection with such claim or claims except for costs charges and expenses recoverable from The Insured in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently) or incurred by The Company or by The Insured with the written consent of The Company prior to the date of such payment.
- Joint Insureds** 4. Where The Insured is comprised of more than one party the Proposal of this insurance shall be deemed to have been furnished by and on behalf of all such parties and any information supplied to The Company or any omission or non-disclosure in relation to any renewal or extension thereof shall likewise be deemed to have been furnished omitted or withheld (as the case may be) by and on behalf of all such parties
- Reasonable Care** 5. The Insured shall:—
- (a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises fittings and plant in sound condition,
- (b) take all reasonable precautions to:—
- (i) prevent bodily injury and damage to property; and
- (ii) prevent the manufacture sale or supply of defective Products; and
- (iii) comply and ensure that his employees servants and agents comply with all statutory obligations by-laws or regulations imposed by any Public Authority in respect thereof or for the safety of persons or property.
- (c) at his own expense take reasonable action to trace recall or modify any of The Products containing any defect or deficiency which defect or deficiency The Insured has knowledge of or has reason to suspect.
- Other Insurance** 6. If in respect of any claim The Insured shall be entitled to indemnity under this Policy and under any other policy of insurance then The Company (except as may otherwise be provided elsewhere in this Policy) shall not be liable to pay or contribute hereunder more than its rateable proportion of any compensation charges expenses and costs.
- Adjustment of Premium** 7. If the first or renewal Premium for the Policy or any part thereof shall have been calculated on estimates furnished by The Insured then The Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow The Company to inspect such record. The Insured shall within thirty days after the expiry of each Period of Insurance furnish to The Company such particulars and information as The Company may require. The Premium for such Period shall thereupon be adjusted and any difference paid by or allowed to The Insured as the case may be subject to receipt and retention of the minimum premium charged by The Company.
- Cancellation** 8. (a) Method of Cancellation—
- (i) The Insured at any time may cancel this Policy by notifying The Company in writing.
- (ii) The Company at any time may cancel this Policy by notifying The Insured in writing of the date from which cancellation is to take effect. Notification is to be delivered personally or posted by certified mail to The Insured or if The Insured is comprised of more than one party to the first named party at the address last notified to The Company. Proof of mailing shall be sufficient proof of cancellation
- (b) Adjustment of Premium —
- (i) After cancellation by The Insured The Company shall retain or be entitled to the Premium for the period during which the Policy has been in force based on The Company's cancellation rates or if applicable after adjustment in accordance with Condition 7 of the Policy;
- (ii) After cancellation by The Company the Premium for the period prior to cancellation shall be adjusted in the manner provided by Condition 7 of the Policy or if that Condition is not applicable The Insured shall be entitled to a pro-rata refund of the unexpired Premium.
- (c) Notwithstanding the termination or cancellation of the Policy The Insured shall furnish such particulars as The Company may require for the adjustment of the Premiums as aforesaid.
- Days of Grace** 9. The indemnity provided by this Policy will continue for a period of ninety days after the expiry date shown in The Schedule or any subsequent expiry date pending payment of the renewal premium. Provided that The Company has offered to renew the Policy as from the relevant expiry date and provided further that The Insured is not entitled to indemnity under any other Policy of Insurance.
- Marginal Notes** 10. The marginal notes in this Policy are included for the purpose of reference only and do not form part of the Policy for interpretation purposes.

#### IMPORTANT NOTICE TO POLICYHOLDER

For your own protection it is important that you read the Policy to see that it meets your requirements. Please query anything you do not understand.

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