

SPECIMEN A - ACTUALLY ISSUED MARCH 72 AND BELIEVED
TO BE REPRESENTATIVE OF POLICIES ISSUED FROM

CATHOLIC CHURCH INSURANCES LIMITED

1969 TO
30/11/81

Incorporated in New South Wales

82 PITT STREET
SYDNEY
Phones: 25 5848 & 25 5849

222 VICTORIA SQUARE
ADELAIDE
Phone: 23 5237

38A BRISBANE STREET
LAUNCESTON
Phone: 31 4773

246 QUEEN STREET
BRISBANE
Phone: 29 3236

450 HAY STREET
PERTH
Phone: 25 4832

400 LONSDALE STREET
MELBOURNE
Phone: 67 5271

PUBLIC LIABILITY POLICY

Whereas The Insured carrying on The Business described in the Schedule herein has made to CATHOLIC CHURCH INSURANCES LIMITED (hereinafter called the Company) a written Proposal and Declaration which shall be the basis of this contract and deemed to be incorporated herein and the particulars therein set forth in all cases shall be deemed to be furnished by The Insured for the Indemnity hereinafter contained.

Now this Policy Witnesseth that in consideration of the payment of the Premium and subject to the terms conditions exceptions and memoranda contained herein endorsed hereon or attached hereto 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 includes death and illness)
- (b) damage to property (which expression includes loss of property)

occurring during the Period of Insurance as a result of an accident and happening in connection with The Business carried on at and from any Place specified in The Schedule

Provided that the liability of the Company under the Policy for all compensation payable as a result of

- (a) fire flood or explosion occurring during any one Period of Insurance
- (b) any occurrence or number of occurrences arising directly or indirectly from one source or original cause (including fire flood or explosion)

shall not exceed the Limit of Indemnity but the Company will also pay in connection with claims in respect of which The Insured is entitled to indemnity under the Policy or in respect of which if sustained The Insured would be so entitled all law costs and all charges and expenses incurred in the settlement or defence of claims or litigation arising therefrom where such costs charges and expenses are incurred by the Company or by The Insured with the written consent of the Company and all law costs charges and expenses recoverable from The Insured by any claimant

Provided also 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

EXCEPTIONS



The Company shall not be liable for

- (a) claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with
- (i) any ~~lift elevator escalator~~ hoist crane aircraft aerial device in the physical or legal control of The Insured or used in work undertaken by or on behalf of The Insured
 - (ii) any vehicle in the physical or legal control of The Insured or used in work undertaken by or on behalf of The Insured but this clause (ii) shall not apply to bodily injury or damage to property
 - (a) caused by or arising from the delivery or collection of goods to or from any vehicle where such bodily injury or damage to property occurs beyond the limits of any carriageway or thoroughfare
 - (b) arising out of the loading or unloading of or the delivery or collection of goods to or from any vehicle used in work undertaken by or on behalf of The Insured but not in the physical or legal control of The Insured
 - (iii) the ownership possession or use by or on behalf of The Insured of any watercraft whilst afloat
- (b) claims
- (i) in respect of bodily injury to any member of the family of The Insured ordinarily residing with The Insured or with whom The Insured ordinarily resides
 - (ii) in respect of bodily injury to any person arising out of or in the course of the employment of such person in the service of The Insured
 - (iii) for payment under any Workers' or Workmen's Compensation legislation by any person in the service of any contractor or sub contractor to The Insured or by any dependant of such person
- (c) claims in respect of damage to property
- (i) of The Insured or of any member of the family of The Insured ordinarily residing with The Insured or with whom The Insured ordinarily resides
 - (ii) of any person in the service of The Insured arising out of the employment of such person
 - (iii) in the physical or legal control of The Insured or of any member of his family ordinarily residing with The Insured or with whom The Insured ordinarily resides
- (d) claims in respect of the cost of rectifying faulty workmanship to any goods or land or building or structure
- (e) (i) claims in respect of bodily injury or damage to property arising during (unless it be proved by The Insured that such bodily injury or damage to property was not occasioned thereby) or in consequence of
- (a) earthquake subterranean fire
 - (b) riot civil commotion
- (ii) 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
- (f) claims arising out of any liability assumed by express warranty or agreement unless such liability would have attached to The Insured notwithstanding such express warranty or agreement
- (g) claims arising directly or indirectly from explosion of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any Statute or Regulation thereunder
- (h) 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 an alteration or addition not exceeding in cost the sum of \$5,000
- (i) claims
- (i) brought against The Insured in any country (outside the Commonwealth of Australia) in which The Insured is represented by a branch or by any employee domiciled in the country or by a Company firm or individual holding The Insured's power of attorney
 - (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 not being a manual worker in the service of The Insured
- (j) claims arising directly or indirectly out of any defect or deficiency in goods sold or supplied (which expression includes containers) after such goods have passed from the control and actual physical custody of The Insured or of any person in the direct service of The Insured other than goods sold or supplied at or from a canteen provided by The Insured primarily for the use of Employees of The Insured.
- (k) claims in respect of a liability imposed upon The Insured by reason of The Insured's ownership occupation or control of any property or structure used as a landing area for aircraft provided such claims arise out of such use as aforesaid The term "landing area" shall include any area on which aircraft land take off are housed maintained or operated
- (l) 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
- (m) claims in respect of damage to any land or fixed property arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land buildings or any other property
- (n) deleted *1/2/76*
- (o) 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

DEFINITIONS

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