

CATHOLIC CHURCH INSURANCES LIMITED

(INC. IN N.S.W.)

82 PITT STREET
SYDNEY
Phones: 25 5848 & 25 5849

222 VICTORIA SQUARE
ADELAIDE
Phone: 23 5237

38A BRISBANE STREET
LAUNCESTON

246 QUEEN STREET
BRISBANE
Phone: 2 7225

450 HAY STREET
PERTH
Phone: 23 4574

84 WILLIAM STREET
MELBOURNE
Phones: 62 2108 & 62 3160

PUBLIC LIABILITY POLICY NO.

INSURED

RENEWAL DATE

AT 4 O'CLOCK P.M.

N.B.—Please read the Conditions and examine the Policy, and if incorrect return it immediately for alteration.

CONDITIONS

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 and all information in relation thereto in respect of which there may arise liability under the Policy
 - (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
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 of 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 damaged or defective or other 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 or 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
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 limit specified in respect thereof (after deduction of any sum or sums already paid as compensation 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 or incurred by the Company or by The Insured with the written consent of the Company prior to the date of such payment
4. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent bodily injury or damage to property and shall take reasonable measures to maintain all premises furnishings fittings appliances and plant in sound condition and to comply with all statutory obligations and by-laws or regulations imposed by any Public Authority for the safety of persons or property
5. If in respect of any claim under the Policy The Insured shall be entitled to indemnity under any other policy of insurance then the Company shall not be liable to pay or contribute hereunder more than its rateable proportion of any compensation costs charges or expenses
6. 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 customary minimum premium charged by the Company
7. The Policy may be terminated at any time at the request of The Insured in which case the Company will retain the Company's short period rate of premium (after adjustment in accordance with Condition 6 if applicable) for the time the Policy has been in force The Company may cancel the Policy at any time by giving written notice to The Insured Such notice may be delivered personally or posted to The Insured at the address last notified to the Company and the cancellation of the Policy shall become effective on the delivery of the said notice or if posted at the time the said notice should be delivered in the ordinary course of post After cancellation by the Company as aforesaid the premium for the period prior to cancellation shall be adjusted on a pro-rata basis or where applicable in the manner provided by Condition 6 of the Policy Notwithstanding the termination or cancellation of the Policy The Insured shall furnish such particulars as the Company may require for the adjustment of the Premium as aforesaid
8. All differences arising out of the Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference The Umpire shall sit with the Arbitrators and preside at their meetings The making of an Award shall subject to any relevant statutory provisions to the contrary be a condition precedent at any right of action against the Company but if such action be not commenced within one year of the making of an award the right of action shall be deemed to be abandoned and released After the expiration of one year after the accrual of the cause of action the Company shall not be liable in respect of any claim therefor unless such claim shall in the meantime have been referred to arbitration

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