



Professional Indemnity Insurance

POLICY WORDING



Important Information

About This Insurance Policy

If **we** issue **you** with an insurance policy, **you** will be given a **schedule** and wording which sets out the specific terms applicable to **your** cover.

The policy wording, **schedule** and **endorsements** form part of **your** legal contract with **us**. **You** must read these entire documents to understand the terms and conditions of **your** cover. Please keep these documents for future reference.

Your professional indemnity policy is written on a 'claims made' basis. This means that the policy responds to **claims** first made against **you** during the **period of insurance** and notified to **us** during that **period of insurance**, providing that **you** were not aware at any time prior to the **period of insurance** of circumstances which would have put a reasonable person in **your** position on notice that a **claim** may be made against **you**.

Duty of Disclosure

Before **you** enter into an insurance contract, **you** have a duty to tell **us** anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms.

You have this duty until **we** agree to insure **you**. **You** have the same duty before **you** extend, vary or reinstate an insurance contract.

You do not need to tell **us** anything that:

- reduces the risk **we** insure **you** for; or
 - is common knowledge; or
 - **we** know or should know as an **insurer**;
- or
- **we** waive **your** duty to tell **us** about.

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a **claim**, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a **claim** and treat the contract as if it never existed.

Privacy

IBL Limited, trading as Focus Underwriting, is committed to protecting **your** privacy in accordance with the Privacy Act 1998 (Cth) and the Australian Privacy Principles. **Our** Privacy Policy describes **our** current policies and practices in relation to the collection, handling, use and disclosure of personal information. It also deals with how **you** can complain about a breach of the privacy laws and how **you** can access the personal information **we** hold and how to have that information corrected.

Our contact details for all privacy enquiries are:
Focus Underwriting
Level 21 41 Exhibition Street Melbourne 3000
Phone: 1800 234 338
Email: enquiries@focusuw.com.au
Web: www.focusuw.com.au
ABN: 65 005 754 718
AFSL: 231203

Our full Privacy Policy is contained on **our** website and **we** encourage **you** check regularly for any updates.

What information do **we** collect and how do **we** use it?

We collect from **you** all information **we** need to assess **your** application for insurance and to administer **your policy** and any **claims you** may make. **We** provide any information that the insurer who provides **our** capacity requires to enable them to decide whether to insure **you** and on what terms. This insurer may in turn pass on this information to their reinsurers. Some of these companies are located outside Australia.

When **you** make a **claim** under **your policy**, **we** assist **you** by collecting information about **your claim**. Sometimes **we** also need to collect information about **you** from others. **We** provide this information to **your** insurer (or anyone **your** insurer has appointed to assist them to consider **your claim**, e.g. loss adjusters or legal advisers etc) to enable them to consider **your claim**. Again this information may be passed on to reinsurers.

What if **you** don't provide some information to **us**?

We can only fully consider **your** risk if **we** have all relevant information. The insurance laws also

require **you** to provide **your** insurers with all the information they need in order to be able to decide whether to insure **you** and on what terms. **You** have a duty to disclose the information which is relevant to the **insurers** decision to insure **you**. If **you** provide inaccurate or incomplete information **we** may not be able to provide **you** with **our** products and services.

Your consent.

By asking **us** to assist with **your** insurance needs, **you** consent to the collection and use of the information **you** have provided to **us** for the purposes described above.

Complaints Resolution

Any enquiry or complaint relating to this insurance should be referred to **us** in the first instance. If this does not resolve the matter or **you** are not satisfied with the way the complaint has been dealt with **you** can contact the Lloyd's Australia representative who will refer **your** dispute to the complaints team at Lloyd's.

Lloyd's Underwriters' General Representative
Level 9, 1 O'Connell Street
Sydney NSW 2000
(02) 8298 0783

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

General Insurance Code of Practice

This insurance complies with the Insurance Council of Australia's General Insurance Code of Practice, 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.

Notifying a Claim

Claims or notifications of potential **claims** must be made in writing to cm@focusuw.com.au. Should **you** wish to speak to one of our claims managers please contact 1800 234 338.

Cancelling Your Policy

You may request cancellation of this **policy** at any time in writing. **We** will retain a pro-rata premium for the time the **policy** has been in place.

You are not entitled to receive any refund of any underwriting levy charged.

Headings

Any headings in this **policy** are included for the purpose of reference only and do not form part of the **policy**

Goods and Services Tax

In addition to the premium, **we** will charge **you** an amount for GST.

You must inform **us** of the extent to which **you** are entitled to an input tax credit for that GST amount each time that **you** make a **claim** under this **policy**. No payment will be made to **you** for any GST liability that **you** may have on the settlement of a **claim** if **you** do not inform **us** of **your** entitlement or correct entitlement to an input tax credit.

Despite the other provisions of this insurance **our** liability to **you** will be calculated taking into account any input tax credit to which **you** are entitled for any acquisition which is relevant to **your claim**, or to which **you** would have been entitled were **you** to have made a relevant acquisition.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

Consideration

The cover provided by **us** under this **policy** is in consideration of the payment of the premium.

Governing Law

This **policy** will be governed in accordance with the laws of Australia. Any disputes relating to the interpretation will be submitted to the exclusive jurisdiction of the courts of Australia.

Section One - Policy Conditions

1.1 Changes to the Risk

Notwithstanding automatic extension 5.6 Newly Created or Acquired Subsidiary, **you** will immediately notify **us** of any material change in the risk during the **period of insurance** including but not limited to:

- a. any merger with, or acquisition of or by, another company, entity, partnership or business or the establishment of a subsidiary company or branch office the appointment of any type of administrator, receiver or liquidator, or a trustee in bankruptcy;
- b. any material change in the nature of the business of the insured as represented in the applicable proposal form;
- c. the cancellation, suspension or loss of, or the imposition of any restriction or limitation on, any license, registration or authorisation under any legislation or regulation applicable to any aspect of the **business**.

Where such notice is given, **we** will be entitled to negotiate with **you** the terms for the continuation of this **policy**. **We** will also be entitled to cancel this **policy** in accordance with the provisions of the Insurance Contracts Act 1984.

We will be entitled to reduce any indemnity or payment which may be available to **you** under this policy in respect of any **claim** or **costs and expenses** or **inquiry** to the extent of any prejudice suffered by **you** arising from **your** failure to comply with this condition

1.2 Deductible

In respect of any **claim** made the **deductible** shall be borne by **you** and uninsured. **We** shall only be liable to indemnify **you** for the difference between the **deductible** and the **limit of indemnity**. Unless otherwise expressly stated in the **policy schedule**, all **deductibles** are inclusive of **costs and expenses**.

1.3 Defence and Settlement of Claims

Subject to the provisions of the Insurance Contracts Act 1984 (Cth), **you** shall not admit liability for or settle any **claim** or incur any **costs** or **expenses** without **our** prior written consent.

We shall be entitled to take over conduct in **your** name in defence or settlement of any **claim**.

1.4 De-registration

You must notify **us** immediately in the event that **your** statutory registration, license, certificate or authorisation under any relevant legislation or industry code of practice governing **your** profession is cancelled, suspended or terminated, or has conditions imposed during the period of insurance.

Any claims arising from the conduct of the business after the date of cancellation, suspension or termination shall not be indemnified under this **policy**.

However, this condition shall not apply if the suspension relates purely to the late payment of registration fees.

1.5 Insureds Right to Contest

If **you** refuse to consent to a settlement of a **claim** recommended by **us** and elect to contest or continue with legal proceedings **our** liability shall not exceed the amount for which the matter could have been settled.

1.6 Insurers' Severable Liability

The subscribing **insurers'** obligations under this **policy** to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

1.7 Multiple Claims

Where **your** conduct results in multiple **claims** all causally connected or interrelated **claims** shall jointly constitute a single **claim** under the **policy** and one **deductible** shall be applied for all such **claims**.

1.8 Reinstatement of the Limit of Indemnity

We agree, while the **limit of indemnity** will not increase for any one **claim**, if the **limit of indemnity** is exhausted, we agree to reinstate the **limit of indemnity** once during the **period of insurance**.

1.9 Senior Counsel

You will not be required to contest any legal proceedings unless a **senior counsel** (to be mutually agreed upon by the **insured** and the **us**) shall advise that such **claim** should be contested.

The cost of such senior counsel's opinion shall be regarded as part of the **costs and expenses** under the **policy**.

1.10 Several liability and non-imputation

We agree that where the **policy** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- a. failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984 (Cth); or
- b. made a misrepresentation to **us** before this contract of insurance was entered into; or
- c. failed to comply with any terms or conditions of the **policy**;

shall not prejudice the right of the remaining parties to indemnity provided that such remaining parties shall be entirely innocent of and have had no prior knowledge of any such conduct.

1.11 Subrogation

We shall be entitled to **claim** indemnity or contribution at any time in **your** name from any party against whom you may have such rights.

Provided always that **we** shall not exercise any subrogated rights against any **employee** of **yours** unless the **claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **employee**.

Section Two - Definitions

The following definitions apply to the words or terms used in this **policy**.

2.1 Adverse Publicity Event

Means an event which, in the reasonable opinion of a **principal** might cause **your** reputation to be seriously affected by adverse or negative publicity.

2.2 Business

Means the professional services provided by or on **your** behalf as noted in the **policy schedule** as **your business**.

2.3 Claim, claims

Means any written demand made by a third party to **you** for compensation.

2.4 Costs and Expenses

Means the necessary and reasonable expenses incurred by or on **your** behalf, with **our** prior written consent in defending, investigating or settling any **claim**.

2.5 Deductible

Means the amount borne by **you** as stated in the **schedule** as the deductible. The **deductible** shall be net of any input tax credit **you** may be entitled to claim in relation to the GST.

2.6 Documents

Means any deeds, wills, agreements, maps, plans, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any method and includes computer records and electronically stored data. **Documents** does not mean or extend to bearer bonds, coupons, stamps, bank notes, currency notes or any other negotiable instruments.

2.7 Employee, employees

Means any past present or future person employed under a contract of service, traineeship, apprenticeship, or work experience.

2.8 Inquiry

Means an official investigation, examination, inquiry, prosecution or other proceedings relating to **your** professional conduct which is conducted by an official body legally authorised to investigate such conduct including any coronial inquest.

2.9 Insured, You, Your, Yours

Means:

- a. the persons, partnership, company, corporation or other entity named as the **insured** in the **schedule**; or
- b. the estate, heirs, legal representatives or legal assigns of any **insured** or **employee** in the event of death or incapacity of such person.

2.10 Known Circumstance

Means any fact, situation or circumstance which:

- a. **you** were aware of before the **period of insurance** or relevant amendment or endorsement of the **policy**; or
- b. a reasonable person in **your** professional position would have thought at any time before any relevant amendment or endorsement to this **policy** might result in someone making an allegation against **you** in respect of liability, loss or costs that may be covered by this policy or the amendment or endorsement to this **policy**.

2.11 Limit of Indemnity

Means the amount shown in the **schedule** as the limit of indemnity.

2.12 Period of Insurance

Means the period of insurance as shown in the **schedule**.

2.13 Policy

Means the policy wording, **schedule**, endorsements attaching to the **schedule**, proposal form and addendums.

2.14 Pollutants

Means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material, including materials that are intended to be recycled, reconditioned or reclaimed.

2.15 Premium

Means the premium as shown in the **schedule** or endorsement schedule.

2.16 Principal

Means any past, present or future director or partner of the **insured**.

2.17 Related Party

Means

- a. any person or entity covered by this policy; or
- b. any subsidiary of **yours**; or
- c. any entity that **you** have or had held 15% or greater financial interest in; or
- d. any entity that **you** have or had a board representation on at such company.

2.18 Retroactive Date

Means the retroactive date as specified in the **schedule**

2.19 Schedule

Means the **schedule** to the **policy**.

2.20 Subsidiary

Means any subsidiary of the insured as defined in the Corporations Act 2001.

2.21 Us, We, Our

Means certain underwriters at Lloyd's participating in this contract of insurance.

Section Three - Insuring Clause

3.1 Professional Indemnity Insuring Clause

We will indemnify **you** up to the **limit of indemnity** for any civil liability **you** become legally liable to pay for any **claims** first made against **you**, and notified to **us** during the **period of insurance**, and arising from the conduct of **your business** committed or alleged to have been committed after the **retroactive date**.

3.2 Costs and Expenses Insuring Clause

We will indemnify **you** in addition to the **limit of indemnity** for **costs and expenses** incurred with **our** prior written consent in the investigation, defence and settlement of any **claim** up to the **limit of indemnity** in respect of any one **claim**.

Section Four - Clarifications of Cover

For the avoidance of doubt insuring clauses 3.1 & 3.2 include liability for **claims** such as the following:

4.1 Competition and Consumer Act

We will indemnify **you** for a breach of the provisions of the Competition and Consumer Act 2010(Cth), the Fair Trading Act 1987(NSW), the Fair Trading Act 1985 (Vic) or similar legislation

enacted by the other states or territories of the Commonwealth of Australia or the Dominion of New Zealand, which does not constitute a breach of the penal or criminal provisions of those statutes.

4.2 Confidentiality and Breach of Privacy

We agree to indemnify **you** for any breach of confidentiality or breach of privacy.

4.3 Defamation

We will indemnify **you** in respect of any unintentional defamation.

4.4 Intellectual property

We will indemnify **you** in respect of any inadvertent infringement of copyright, moral right, trademark, registered design or patents.

4.5 Joint venture liability

We will indemnify **you** as a result of **your** liability from participating in a joint venture, provided always that **we** shall only indemnify **your** portion of liability incurred as part of the joint venture.

4.6 Loss of Documents

We will indemnify **you** in the event of loss of, damage to or mislaid **documents** which were in **your** physical custody, or control which after a diligent search or attempts to recover them cannot be found or recovered.

4.7 Run-off Cover

We will indemnify **you** if **you** cease to exist or operate, are consolidated with, merged into, or acquired by any other entity during the **period of insurance**.

However, indemnity shall only be in relation to **business** activities provided prior to the date **you** cease to exist or operate, are consolidated with, merged into, or acquired by any other entity.

4.8 Vicarious Liability

We will indemnify **you** for any civil liability arising from the actions or alleged actions of **your** contractors or sub-contractors for who's conduct **you** are legally liable.

Provided always that such coverage shall not extend to any contractor or sub-contractor.

Section Five - Automatic Extensions

The following automatic extensions are included in the **policy** and subject to all **policy** terms and conditions.

5.1 Claims Preparation Costs

We will indemnify **you** for reasonable professional fees and expenses incurred by **you** from third parties, with **our** prior written consent, for costs associated with the preparation of any **claim** which is being indemnified under this **policy**.

Our total liability under this automatic extension shall not exceed \$25,000 any one **claim** and in the aggregate, including **costs and expenses** and shall form part of the **limit of indemnity** and not in addition.

5.2 Continuity of Cover

Notwithstanding exclusion 7.9 Known Claims or Circumstances, **we** agree to indemnify **you** for any **claim**, which would otherwise have been excluded arising from circumstances of which **you** were aware prior to the **period of insurance** provided always that:

- (a) there has been no fraudulent non-disclosure or misrepresentation of such **known circumstances**; and
- (b) **we** continually insured **you** without interruption for professional indemnity up until this **policy** came in to effect; and
- (c) the **known circumstance** has not been notified to **us** or any other insurer; and
- (d) **we** were **your** professional indemnity **insurer** when **you** first became aware of such **claim** or **known circumstance**; and
- (e) had **we** have been notified of the **claim** or **known circumstance** when **you** first became aware of it, **you** would have been covered under the **policy** in force at that time.

5.3 Court Attendance

We will indemnify **you** for court attendance costs of any **principal** or **employee** of **yours** who is legally required to attend court as a witness in respect of any **claim** covered by this **policy**.

Our total liability under this automatic extension shall not exceed \$1,000 per day and \$15,000 in

the aggregate, and shall form part of the **limit of indemnity** and not in addition.

5.4 Newly Created or Acquired Subsidiary

We will indemnify **you** up to the **limit of indemnity** for any civil liability **you** become legally liable to pay in the event that **you** create or acquire a new **subsidiary**. **We** will automatically extend cover to include the new **subsidiary** as an **insured of yours** during the **period of insurance** for a maximum of 30 days from the effective date of such creation or acquisition.

Provided always that:

- a. in the event of an acquisition the revenue of the new **subsidiary** in the 12 months prior to the date of acquisition does not exceed 25% of the declared fees for **your** last 12 months; and
- b. the new **subsidiary** is incorporated within Australia; and
- c. the **business** is of the same discipline and is substantially similar to **yours**; and
- d. indemnity shall only be provided for the **subsidiary** for services provided while they are **your subsidiary**.

5.5 Principals Previous Business

We will indemnify **you** up to the **limit of indemnity** for any civil liability for any **principal** where a claim arises from the conduct of that **principal** for a prior business, provided that the **claim** arises from the conduct of a similar **business** to that noted in the **policy schedule**.

5.6 Public Relations

We will indemnify **you** for the reasonable costs, charges, fees and expenses for **you** to engage a public relations firm to prevent or limit the effects of negative publicity from an **adverse publicity event** which is a direct result of a **claim** but only during the first 30 days immediately following the **adverse publicity event**.

Our total liability under this automatic extension shall not exceed \$50,000 any one **claim** and in the aggregate, including **costs and expenses** and shall form part of the **limit of indemnity** and not in addition.

Section Six – Additional Covers

The following additional covers are included in the **policy**, however they are not subject to the insuring clauses but are subject to all other **policy** terms and conditions.

6.1 Fidelity

We will indemnify **you** for losses of **your** money caused directly by an act of fraud or dishonesty, committed by an **employee** of **yours**,
Provided always that

- a. **you** must notify **us** during the **period of insurance**; and
- b. such fraud or dishonesty is in the conduct of **your business**; and
- c. such fraud or dishonesty has been committed or alleged to have been committed after the **retroactive date**.
- d. no **employee** committing or allegedly committing or condoning such acts shall be indemnified under the **policy**; and
- e. **you** must immediately take reasonable steps to prevent further loss; and
- f. if **we** request **you** will take all reasonable steps to effect recovery; and
- g. **we** will not indemnify **you** for any **claims** arising from any fraud or dishonesty committed by an **employee** after the discovery or reasonable cause for suspicion of such dishonest or fraudulent acts.

The following will be deducted from any amount payable under this **policy**

- a. any money which but for such fraud or dishonest act would be due from **you** to the employee committing or condoning such acts; and
- b. any monies recovered from the **employee**.

Our total liability under this additional cover shall not exceed \$50,000 any one **claim** and in the aggregate, including **costs and expenses** and shall form part of the **limit of indemnity** and not in addition.

6.2 Inquiries

We will indemnify **you** for any **inquiry** **you** are required to respond on, or are required to attend, which is notified to **us** during the **period of insurance**, and arises from the conduct of

your business, committed or alleged to have been committed after the **retroactive date**.

We will however, not provide indemnity for any costs associated with an appeal of a decision as a result of an **inquiry**.

Our total liability under this additional cover shall not exceed \$1,000,000 any one **claim** and in the aggregate, including **costs and expenses** and shall form part of the **limit of indemnity** and not in addition.

Section Seven - Exclusions

We will not indemnify **you** for any actual or alleged **claims** or **costs and expenses** arising from or in respect of or as a result of:

7.1 Aircraft

the ownership, use, maintenance or operation of any aircraft, boats, automobiles or vehicles of any kind by or on your behalf.

7.2 Asbestos

or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

7.3 Contractual or Commercial Liabilities

- a. any liability which **you** have assumed under a contract, guarantee or warranty unless such liability would have applied to **you** in the absence of such contract, guarantee or warranty; or
- b. **your** insolvency, receivership, administration, bankruptcy or liquidation; or
- c. any trading debt incurred by **you**; or
- d. any guarantee given by **you** for a debt.

7.4 Directors' and Officers' Liability

any liability incurred as a director, officer or trustee of any company or trust.

7.5 Dishonesty

any actual or alleged dishonest, fraudulent, malicious, criminal or deliberate conduct by or on **your** behalf.

7.6 Employers Liability

- a. the death, bodily injury illness or disease of or to any **employee**; or

- b. any breach of any obligation owed by **you** as an employer to an **employee** including any unfair dismissal, harassment, discrimination or other employment related matter.

7.7 Goods Sold Endorsement

the sale or supply of goods by or on **your** behalf, unless such civil liability arises from **your** design, advice or specification provided in the ordinary course of the **business**.

7.8 Jurisdictional and Territorial Limits

- a. any action brought in a Court of law or pursuant to an arbitral process within the territorial limits of, or governed by the laws of, the United States of America or Canada or their territories or protectorates; or
- b. the enforcement of any judgment, order or award obtained within, or determined pursuant to, the laws of the United States of America or Canada or their territories or protectorates; or
- c. any civil liability within the territorial limits of the United States of America or Canada or their territories or protectorates.

7.9 Known Claims or Circumstances

- a. any **known circumstance** or **claims** prior to the **period of insurance**; or
- b. any **claim** or **known circumstance** notified under any previous **period of insurance**.

7.10 Manufacture and Construction

- a. the manufacture, sale, supply or distribution of any product; or
- b. construction, fabrication, erection, installation, assembly, alteration, repair, maintenance or **your** supervision of such activities.

However, this exclusion shall not apply to **claims** arising from design, advice or specification provided in the course of the **business**.

7.11 Nuclear Risks

- a. ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or

- other material whether occurring naturally or otherwise; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
 - c. the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

7.12 Pollution

any actual, alleged or threatened discharge release or escape of **pollutants** or any direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **pollutants**, or any voluntary decision to do so.

7.13 Professional Fees

any request for a refund of **your** professional fees whether by way of damages or otherwise.

7.14 Related Party

any liability to a **related party** unless the **claim** originally emanates from an independent third party.

7.15 Retroactive Liability

this **policy** does not provide cover in relation to civil liability that occurred prior to the **retroactive date**.

7.16 Sanction Limitations

any **claim** payment or benefit that would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America

7.17 Subrogation Waiver

liability which is incurred or affected by reason of **you** entering into a deed or agreement excluding, limiting or delaying **your** legal rights of recovery against another.

7.18 Taxes and Punitive Damages

punitive, exemplary, aggravated damages, fines or penalties imposed by law, or taxes (other than GST).

7.19 Toxic Mould

- a. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; or
- b. any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; or
- c. any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.

7.20 Waiver of Rights

you having at any time forgone, excluded or limited a right of recovery.

7.21 War and Terrorism

- a. war, invasion, acts of foreign enemies, or hostilities (whether war is declared or otherwise); or
- b. insurrection, civil or military uprising, rebellion, civil war or usurped power; or
- c. terrorism; being any act of any person or group of people, involving the use of or threat of force or violence, where the purpose of the act by its nature or context is to further a political, religious or ideological aim and/or to intimidate or influence a government (whether lawfully constituted or otherwise), the public or any section of the public; or
- d. the confiscation, nationalisation, requisition or destruction of, or damage to, any property by or under order (whether lawful or otherwise) of any government, public or local authority; or

- e. the imposition of any economic, trade or political sanctions (whether lawful or otherwise) by any sovereign power.