

TABLE OF CHANGES

LIABILITY WORDING UPDATES



This Document applies to:

- CGU Broadform Liability;
- CGU Excess Liability;
- CGU Umbrella Liability;
- CGU Claims Made Liability; and
- CGU Manufacturer's Liability.

The intent of this Document is to summarise the material changes made to the above wordings. Not all changes are shown in the table below. Further, not all changes apply to every wording, please refer to the column titled 'Applicable Wordings'.

This Document is for illustrative purposes only and is in no way promissory in nature. Please refer to the Policy Wording for more information.

Type of change	Previous	Update	Applicable Wordings
Amended clause	<p>1.1 Compensation Subject to the terms, exclusions, definitions, endorsements and limitations of this Policy, CGU will indemnify the Insured for all amounts which the Insured is legally liable to pay as compensation in respect of:</p> <ul style="list-style-type: none"> a) Personal Injury; b) Property Damage; or c) Advertising Injury; <p>happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence and arising out of the Business or Products of the Insured.</p>	<p>1.1 Compensation Subject to the terms, exclusions, definitions, endorsements and limitations of this Policy, CGU will indemnify the Insured for all amounts which the Insured is legally liable to pay as compensation in respect of:</p> <ul style="list-style-type: none"> a) Personal Injury; b) Property Damage; and/or c) Advertising Injury; <p>happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence and caused by the Business or Products of the Insured.</p>	<ul style="list-style-type: none"> • CGU Broadform Liability; • CGU Umbrella Liability; • CGU Manufacturer's Liability.
Amended clause	<p>1.1 Compensation Subject to the terms, exclusions, definitions, endorsements and limitations of this Policy, CGU will indemnify the Insured for all amounts which the Insured is legally liable to pay as compensation in respect of the following arising within the Territorial Limits and out of the Insured's Business or Products:</p> <ul style="list-style-type: none"> a) Personal Injury; b) Property Damage; or c) Advertising Injury; <p>for any Claim first made against the Insured and notified to CGU during the Period of Insurance.</p>	<p>1.1 Compensation Subject to the terms, exclusions, definitions, endorsements and limitations of this Policy, CGU will indemnify the Insured for any Claim for compensation in respect of:</p> <ul style="list-style-type: none"> a) Personal Injury; b) Property Damage; and/or c) Advertising Injury, <p>happening within the Territorial Limits and caused by the Business or Products of the Insured. However, CGU will only provide indemnity where the Claim is first made against the Insured and notified to CGU during the Period of Insurance.</p>	<ul style="list-style-type: none"> • CGU Claims Made Liability.

<p>Amended clause</p>	<p>1.2 Limit of liability The limit of CGU's liability in respect of any one Claim shall not exceed the Limit of Liability stated in the Schedule.</p> <p>The total aggregate limit of CGU's liability during any one Period of Insurance for all Claims arising out of Products Liability shall not exceed the Limit of Liability stated in the Schedule.</p> <p>Subject to clause 1.4, the Limit of Liability is exclusive of the Deductible and Defence Costs and Expenses.</p>	<p>1.2 Limit of liability The limit of CGU's liability in respect of any one Claim shall not exceed the Limit of Liability stated in the Schedule.</p> <p>The total aggregate limit of CGU's liability for all Claims arising directly or indirectly from the same originating cause or from continued or repeated exposure to the same general conditions shall not exceed the Limit of Liability stated in the Schedule.</p> <p>The total aggregate limit of CGU's liability during any one Period of Insurance for all Claims arising out of Products Liability shall not exceed the Limit of Liability stated in the Schedule.</p> <p>Subject to clause 1.4, the Limit of Liability is exclusive of the Deductible and Defence Costs and Expenses.</p>	<ul style="list-style-type: none"> CGU Claims Made Liability.
<p>Amended clause</p>	<p>1.3 Deductible The Deductible is the amount stated in the Schedule that the Insured must contribute in relation to each and every Occurrence. We will tell You:</p> <ul style="list-style-type: none"> if you are required to contribute a deductible; how much that deductible is; and how We will collect this from You. <p>We can collect the Deductible from You by:</p> <ul style="list-style-type: none"> deducting it from what We pay You; or requesting You pay it to Us as part of the finalisation of Your claim. 	<p>1.3 Excess The Excess is the amount stated in the Schedule that the Insured will be required to pay in relation to each and every Occurrence. We will tell You:</p> <ul style="list-style-type: none"> if you are required to pay an Excess; how much that Excess is; and how We will collect this from You. <p>We can collect the Excess from You by:</p> <ul style="list-style-type: none"> deducting it from what We pay You; or requesting You pay it to Us as part of Your claim. <p>The Excess applies to all amounts that CGU is liable for, including Defence Costs and Expenses, unless stated otherwise on the Schedule.</p>	<ul style="list-style-type: none"> CGU Broadform Liability; CGU Manufacturer's Liability (this wording already refers to an 'Excess', however the other changes are the same).

<p>Amended clause</p>	<p>1.3 Deductible The Deductible is the amount stated in the Schedule that the Insured must contribute in relation to each and every Claim. We will tell You:</p> <ul style="list-style-type: none"> • if You are required to contribute a deductible • how much that deductible is; and • how We will collect this from You. <p>We can collect the Deductible from You by:</p> <ul style="list-style-type: none"> • deducting it from what We pay You; or • requesting You pay it to Us as part of the finalisation of Your claim. 	<p>1.3 Excess The Excess is the amount stated in the Schedule that the Insured will be required to pay in relation to each and every Claim.</p> <p>In the event that there is more than one Claim that arises directly or indirectly from the same originating cause or from continuous or repeated exposure to the same general conditions, only one Excess will be payable by the Insured for all such Claims.</p> <p>We will tell You:</p> <ul style="list-style-type: none"> • if You are required to pay an Excess • how much that Excess is; and • how We will collect this from You. <p>We can collect the Excess from You by:</p> <ul style="list-style-type: none"> • deducting it from what We pay You; or • requesting You pay it to Us as part of the finalisation of Your claim. <p>The Excess applies to all amounts that CGU is liable for, including Defence Costs and Expenses, unless stated otherwise on the Schedule.</p>	<ul style="list-style-type: none"> • CGU Claims Made Liability
-----------------------	---	---	---

Amended clause	<p>2.7 Employers liability</p> <p>a) Any liability in respect of which the Insured is or should be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to workers compensation, whether or not such fund, scheme or insurance has been effected. However, this Policy will respond to the extent that the Insured's liability would not be covered under any such policy, fund, scheme or self insurance arrangement had it complied with its obligations pursuant to such law.</p> <p>For the purpose of exclusion 2.7 a) the term 'worker' means any person deemed to be employed by the Insured pursuant to any workers compensation law or legislation. Voluntary workers and unpaid work experience students are not deemed to be the Insured's workers.</p> <p>b) Any liability imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.</p> <p>c) Any liability relating to Employment Practices.</p>	<p>2.7 Employers liability</p> <p>a) Any liability for Personal Injury to any worker in respect of which the Insured is or should be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to workers compensation, whether or not such fund, scheme or insurance has been effected. However, this Policy will respond to the extent that the Insured's liability would not be covered under any such policy, fund, scheme or self insurance arrangement had it complied with its obligations pursuant to such law.</p> <p>For the purpose of exclusion 2.7 a) the term 'worker' means any person deemed to be employed by the Insured pursuant to any workers compensation law or legislation. Voluntary workers and unpaid work experience students are not deemed to be the Insured's workers.</p> <p>b) Any liability imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.</p> <p>c) Any liability relating to Employment Practices.</p>	<ul style="list-style-type: none"> • CGU Broadform Liability; • CGU Umbrella Liability; • CGU Claims Made Liability; • CGU Manufacturer's Liability (Section 4.6).
Amended clause	<p>2.15 Products guarantee</p> <p>Any liability arising out of or in any way connected with any guarantee or warranty given by or on behalf of the Insured in respect of any Products.</p> <p>This 2.15 exclusion does not apply to a guarantee or warranty imposed by legislation.</p>	<p>2.15 Products guarantee</p> <p>Any liability arising out of or in any way connected with any guarantee or warranty given by or on behalf of the Insured in respect of any Products.</p> <p>This exclusion 2.15 does not apply to any guarantee or warranty required to be provided under any legislation concerning product safety and information.</p>	<ul style="list-style-type: none"> • CGU Broadform Liability; • CGU Umbrella Liability; • CGU Claims Made Liability; • CGU Manufacturer's Liability (Section 4.14).

Amended clause	<p>2.18 Terrorism Any liability arising out of or in any way connected with:</p> <p>a) death, injury, illness, loss or damage directly or indirectly caused by, contributed by, resulting from or arising out of or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss or damage; or</p> <p>b) any action in controlling, preventing, suppressing, retaliating against or responding to any Act of Terrorism.</p>	<p>2.18 Terrorism Any liability arising out of or in any way connected with:</p> <p>a) death, injury, illness, loss or damage directly or indirectly caused by, contributed by, resulting from or arising out of or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss or damage; or</p> <p>b) death, injury, illness, loss or damage directly or indirectly caused by, contributed by, resulting from or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against or responding to any Act of Terrorism.</p>	<ul style="list-style-type: none"> • CGU Broadform Liability; • CGU Umbrella Liability; • CGU Claims Made Liability; • CGU Excess Liability (Section 2.5); • CGU Manufacturer's Liability (Section 4.17).
Amended clause	<p>2.19 Vehicles Any liability for Personal Injury or Property Damage caused by or arising out of the ownership, operation, use or possession of any Vehicle:</p> <p>a) which is registered for use on a public road or which is legally required to be registered; and</p> <p>b) in respect of which compulsory liability insurance or statutory indemnity is required by any legislation, whether or not such insurance has been effected.</p> <p>However, this exclusion 2.19 does not apply to:</p> <p>i. claims in respect of Personal Injury where compulsory liability insurance or statutory indemnity does not provide indemnity and where the reason or reasons why compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach of any legislation by the Insured;</p> <p>ii. Personal Injury or Property Damage arising out of or in connection with the loading and unloading of goods to or from any Vehicle or from the delivery or collection of goods by any Vehicle;</p> <p>iii. Personal Injury or Property Damage arising out of the use of any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) while being operated or used as a Tool of Trade; or</p> <p>iv. Property Damage to any Vehicle indemnified under clause 2.14 d) and e).</p>	<p>2.19 Vehicles Any liability for Personal Injury or Property Damage caused by or arising out of the ownership, operation, use or possession of any Vehicle:</p> <p>a) which is registered for use on a public road or which is legally required to be registered; and</p> <p>b) in respect of which compulsory liability insurance or statutory indemnity is required by any legislation, whether or not such insurance has been effected.</p> <p>However, this exclusion 2.19 does not apply to:</p> <p>i. claims in respect of Personal Injury where compulsory liability insurance or statutory indemnity does not provide indemnity and where the reason or reasons why compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach of any legislation by the Insured;</p> <p>ii. Personal Injury or Property Damage arising out of or in connection with the loading and unloading of goods to or from any Vehicle or from the delivery or collection of goods to or from any Vehicle;</p> <p>iii. Personal Injury or Property Damage arising out of the use of any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) while being operated or used as a Tool of Trade; or</p> <p>iv. Property Damage in relation to the circumstances described in clause 2.14 d) and e).</p>	<ul style="list-style-type: none"> • CGU Broadform Liability; • CGU Umbrella Liability; • CGU Claims Made Liability • CGU Manufacturer's Liability (Section 4.18);

Amended clause	<p>2.20 War Any liability arising out of or in any way connected with loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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.</p>	<p>2.20 War Any liability arising out of or in any way connected with loss or damage directly or indirectly occasioned by, happening through or in consequence of: a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war; b) insurrection, rebellion, revolution, military or usurped power; c) expropriation, 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; or d) any chemical, biological, bio-chemical or electromagnetic weapon.</p>	<ul style="list-style-type: none"> • CGU Broadform Liability; • CGU Umbrella Liability; • CGU Claims Made Liability.
Amended clause	<p>4.19 War Any liability arising out of or in any way connected with loss or damage directly or indirectly occasioned by, happening through or in consequence of: a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war; b) insurrection, rebellion, revolution, military or usurped power; c) expropriation, 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. This exclusion does not apply where the order is intended or required to minimise or prevent destruction of or damage to insured property that would otherwise have been covered under the original policies; or d) any chemical, biological, bio-chemical or electromagnetic weapon.</p>	<p>4.19 War Any liability arising out of or in any way connected with loss or damage directly or indirectly occasioned by, happening through or in consequence of: a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war; b) insurrection, rebellion, revolution, military or usurped power; c) expropriation, 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; or d) any chemical, biological, bio-chemical or electromagnetic weapon.</p>	<ul style="list-style-type: none"> • CGU Manufacturer's Liability (please note that the updated drafting is the same as in the row immediately above).
New clause		<p>2.7 Silica Any liability arising out of or in any way connected with the inhalation of, or exposure to silica in any form.</p>	<ul style="list-style-type: none"> • CGU Excess Liability

Amended clause	<p>3.10 Other insurances</p> <p>If the Insured makes a claim under this Policy in respect of an Occurrence recoverable under this Policy, which Occurrence is or may be covered in whole or in part by another policy, the Insured must advise CGU of the full details of such other insurance when making a claim under this Policy.</p> <p>Notwithstanding anything contained in this Policy to the contrary, where a Principal or another has effected insurance (the Primary Insurance), CGU agrees that this Policy will in respect of the interests insured under this Policy provide the following indemnity:</p> <p>a) to pay as compensation in respect of Personal Injury, Property damage or Advertising Injury not otherwise recoverable under the Primary Insurance policies;</p> <p>b) to pay all amounts in excess of that recoverable under the Primary Insurance policies; or</p> <p>c) to pay the difference (if any) between the excess or deductible under the Primary Insurance and the Deductible that would have been applicable under this Policy if any such loss incurred by the Insured had been insured;</p> <p>provided that such losses and/or amounts would but for the existence of the Primary Insurance policies be indemnified under this Policy and subject to the Limit of Liability and provided that such cover is for the sole benefit of the Insured defined in 4.12 a, b, c, d and h.</p>	<p>3.10 Other insurances</p> <p>The Insured must as soon as reasonably possible advise CGU in writing of any insurance policy already effected or which may subsequently be effected covering, in total or in part, and whether absolutely or contingently, the risk, or any part of it, covered by this Policy.</p> <p>This Policy shall apply in excess of, and shall not contribute to, any policy arranged by any other party.</p>	<ul style="list-style-type: none"> • CGU Broadform Liability; • CGU Claims Made Liability; • CGU Umbrella Liability (Section 3.12).
Amended clause	<p>4.1 Act of Terrorism means: any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public or any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or defacto, and which:</p> <p>a) involves violence against one or more persons;</p> <p>b) involves damage to property;</p> <p>c) endangers life other than that of the person committing the action; or</p> <p>d) is designed to interfere with or to disrupt an electronic system.</p>	<p>4.1 Act of Terrorism means: any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public or any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or defacto, and which:</p> <p>a) involves violence against one or more persons;</p> <p>b) involves damage to property;</p> <p>c) endangers life other than that of the person committing the action;</p> <p>d) creates a risk to health or safety of the public or a section of the public; or</p> <p>e) is designed to interfere with or to disrupt an electronic system.</p>	<ul style="list-style-type: none"> • CGU Broadform Liability; • CGU Umbrella Liability; • CGU Excess Liability; • CGU Claims Made Liability; • CGU Manufacturer's Liability (Section 6.1).

Amended clause	4.6 Deductible means the amount shown in the Schedule the Insured must contribute in relation to each and every Occurrence.	4.9 Excess means the amount shown in the Schedule the Insured must contribute in relation to each and every Occurrence.	<ul style="list-style-type: none"> CGU Broadform Liability.
Amended clause	4.7 Deductible means the amount shown in the Schedule the Insured must contribute in relation to each and every Claim.	4.10 Excess means the amount shown in the Schedule the Insured must contribute in relation to each and every Claim. However, in the event that there is more than one Claim that arises directly or indirectly from the same originating cause or from continuous or repeated exposure to the same general conditions, only one Excess will be payable by the Insured for all such Claims.	<ul style="list-style-type: none"> CGU Claims Made Liability.
Amended clause	4.24 Property Damage means: <ul style="list-style-type: none"> a) physical damage to, or loss of or destruction of tangible property including subsequent loss of use of the property; or b) loss of use of tangible property which has not been physically damaged or destroyed. 	4.24 Property Damage means: <ul style="list-style-type: none"> a) physical loss, destruction or damage to tangible property, including subsequent loss of use of such property; or b) loss of use of tangible property that has not been physically damaged or destroyed, provided such loss of use is caused by physical damage or destruction of other tangible property. 	<ul style="list-style-type: none"> CGU Broadform Liability; CGU Umbrella Liability; CGU Claims Made Liability; CGU Manufacturer's Liability (Section 6.30).