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INSURANCE LIMITED**

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# Broadform Liability Policy

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### POLICY WORDING

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## IMPORTANT INFORMATION

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Please read this document carefully as it sets out the limits, exclusions, conditions and other terms that apply to this contract of general insurance. Our agreement with you is made up of your proposal form or any other application for insurance and our policy document or any other document we give to you in writing. It is a condition of this policy that you must pay us the premium for this insurance.

You should keep your policy in a safe place together with receipts and other evidence of ownerships and value of items you have specified on the proposal form or any other application for insurance and for any other items of significant value.

If you need more information about this policy please contact your insurance agent or broker or your local Lumley Insurance state office.

Underwritten by:  
Wesfarmers General Insurance Limited trading as Lumley Insurance  
ABN 24 000 036 279

### **Duty of Disclosure**

Before you enter into a contract of general insurance with an insurer, you have a duty at law to disclose to the insurer anything that you could reasonably be expected to know is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of business, ought to know;
- as to which compliance with your duty is waived by the insurer.

If you fail to comply with your duty if disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### **Cooling Off**

If you are not completely satisfied with your policy, you may cancel it by notifying us in writing within 21 days of cover having commenced. You will receive a refund of the amount you have paid unless something has occurred for which a claim may become payable under the policy.

### **Confirming Transactions**

You may contact us or your adviser, in writing (which is always required if you are advising cancellation) or by phone, to confirm any transaction under your policy. Any transaction will be documented by us as quickly as possible.

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## **IMPORTANT INFORMATION (continued)**

### **Code of Practice**

A self-regulatory Code of Practice exists for the general insurance industry, designed to raise overall standards. Lumley Insurance has adopted the code, details of which can be obtained from your insurance agent or broker or any of our offices.

### **Complaints - Internal and External Complaints Procedure**

If you do not agree with any decision we make in relation to your insurance, please write to us stating what you disagree with and why.

We will then either resolve or attempt to resolve your complaint immediately or refer the matter to Our Internal Dispute Resolution Committee (IDRC).

If you are not satisfied with a claim decision by the IDRC, the matter may be referred to an independent alternate dispute resolution body, the Financial Ombudsman Service (FOS) provided it falls within their jurisdiction.

### **Privacy**

Lumley Insurance respects your privacy and complies with the Privacy Act and the National Privacy Principles. A copy of our Privacy Policy is available at any of our offices or online at [www.lumley.com.au](http://www.lumley.com.au).

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## **POLICY WORDING**

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### **1. OUR AGREEMENT**

Your Broadform Liability insurance policy is a contract between you and us. your policy is made up of:

- the policy wording pages 4 to 17 of this document;
- the most recent schedule we give you; and
- any written endorsements to your policy issued by us.

These documents set out the terms and conditions of your cover. Please:

- carefully read and check the above documents to make sure that the cover given is what you want. If the cover is not what you want please contact us.
- keep the documents together and in a safe place.

We charge you a premium for your policy. If your premium is not paid we may cancel your policy.

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### **2. WHAT WE COVER YOU FOR**

You are covered for:

#### **1. Legal Liability**

We will pay all amounts that you become legally liable to pay by way of compensation for:

- Personal Injury; or
- Property Damage;

which:

- happens during the period of insurance; and
- is caused by an occurrence and happens in connection with your business;

provided that:

- our liability for all compensation payable in respect of any claim or a series of claims caused by or arising out of one occurrence shall not exceed the limit of liability;
- all claims for compensation that result from one original source, or one original cause, shall be considered to have been caused by a single occurrence; and
- our total aggregate liability during any one period of insurance for product liability claims shall not exceed the limit of liability.

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## 2. WHAT WE COVER YOU FOR (continued)

### 2. Costs and Expenses

In addition to the limit of liability, we will pay in relation to a claim covered under this Policy, all:

- expenses incurred by us in defence of a claim;
- costs awarded against you and all interest accruing after judgement until we have paid, tendered or deposited in court that part of any judgement which does not exceed the limit of liability;
- reasonable costs and expenses, other than loss of earnings, incurred by you with our written consent; and
- costs or expenses incurred by you for rendering first aid to others at the time of any Personal Injury;

provided that:

- if to dispose of or settle a claim covered under this policy, compensation is payable in excess of the limit of liability, our liability in respect of these costs and expenses will be limited to the proportion of the costs and expenses as the limit of liability bears to the total compensation payable to dispose of or settle the claim;
- We will not pay for any costs or expenses that are incurred after We have paid or agreed to pay an amount equal to the Limit of Liability; and
- in relation to any claim made and actions instituted within the United States of America or the Dominion of Canada or their territories, protectorates or dependencies, Our liability to pay any of the costs or expenses detailed above shall be included in the Limit of Liability, and not paid in addition to the Limit of Liability.

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## 3. WHAT IS NOT COVERED

You are not covered for:

### 1. Vehicles

Liability caused by or arising out of the use of or ownership or operation by You of any Vehicle which is legally required to be registered or legally required to be insured.

This Exclusion shall not apply to:

- (a) liability caused by or arising from the delivery or collection of goods to or from any Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriage-way or thoroughfare;
- (b) liability arising during the Trade Use of any Vehicle at any site where You are working or at Your premises, provided that You are not indemnified under this Policy where the Vehicle is used only for the transportation or haulage of goods; or

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**3. WHAT IS NOT COVERED (continued)**

- (c) liability caused by or arising out of the use of an unregistered Vehicle whilst being driven under its own power between its point of unloading and a worksite and whilst returning from a worksite to the point of reloading for its conveyance from the area.

**2. Aircraft and Watercraft**

- (a) liability caused by or arising out of the ownership, maintenance, servicing, operation or use by You of:
  - (i) any Aircraft; or
  - (ii) any Watercraft exceeding 8 metres in length, except where such Watercraft is not owned by You but used by You for business entertainment;
- (b) liability caused by or arising out of Products that You could reasonably be expected to know are installed in or on any Aircraft; or
- (c) liability caused by or arising out of the use by You as a landing area for Aircraft of any property or structure owned occupied or controlled by You. The term "landing area" includes any area on which Aircraft taxi, land, take-off, are housed, maintained or operated.

**3. Employment Liability**

- (a) Personal Injury to any employee arising out of or in the course of their employment in Your Business. This exclusion does not apply in respect of Your liability for injuries which are not compensated under the workers' compensation legislation in Queensland in respect of Occurrences where employment is not the major factor causing the injury;
- (b) liability caused by or arising out of any provision of any workers' compensation legislation or any industrial award or agreement or determination; or
- (c) liability for which You are or would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers' or workmens' compensation including any legislation of any State or Territory (whether insurance is effected or not).

For the purpose of this exclusion, "employee" means any person engaged under a contract of service or apprenticeship with You but does not include any person employed under such a contract who is excluded from the definition of worker under any workers' compensation legislation.

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**3. WHAT IS NOT COVERED (continued)**

**4. Professional Services**

Liability caused by or arising from the rendering of or failure to render professional advice or service by You or any error or omission connected therewith.

This exclusion shall not apply to:

- (a) the rendering of or failure to render medical advice or service by Medical Persons employed by You to provide first aid and other medical services on Your premises; or
- (b) claims in respect of Personal Injury or Property Damage where such professional advice or service is given without fee or charge.

**5. Libel and Slander**

Liability caused by the publication or utterance of a libel or slander:

- (a) made prior to the commencement date of this Policy;
- (b) made by You or at Your direction knowing it to be false; or
- (c) related to advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

**6. Product Recall**

Liability caused by or arising from, or costs and expenses incurred by You for the recall, withdrawal, inspection, repair, replacement or loss of use of Your Products or of any property of which Your Products form a part, if these Products are withdrawn from the market or from use because of any known or suspected defect or deficiency therein, or making any refund on the price paid for Your Products.

**7. Product Defect**

Property Damage to Your Products if such Property Damage is attributable to any defect in Your Product.

**8. Faulty Workmanship**

The cost of performing, completing, correcting or improving any work undertaken by You.

**9. Loss of Use**

Liability for loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- (a) a delay in, or lack of performance by You or on Your behalf of any contract or agreement; or
- (b) the failure of Your Products to meet the level of performance, quality, fitness or durability expressly warranted or represented by You. This exclusion shall not apply to loss of use of other tangible property resulting from sudden and accidental physical damage to or destruction of Your Products after Your Products have been put to use by any person or organisation other than You.

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**3. WHAT IS NOT COVERED (continued)**

**10. Property in Your Physical or Legal Control**

Damage to property owned by You or in Your physical or legal control other than:

- (a) premises which are leased or rented to You;
- (b) premises which You temporarily occupy in order for You to carry out work;
- (c) Vehicles (not belonging to You or used by You or on Your behalf) in Your physical or legal control whilst within a car park owned or operated by You unless part of Your Business is the operation of a car park for reward;
- (d) Your employee's property; or
- (e) other property in Your physical or legal control, provided that the amount payable shall not exceed \$100,000 any one Occurrence and in the aggregate during any one Period of Insurance. However, We shall not be liable for Property Damage to property upon which You are or have been working where such Property Damage arises from Your work.

**11. Contractual Liability**

Liability assumed by You under any contract, warranty or agreement.

This exclusion shall not apply to:

- (a) liability that would have been implied by law in the absence of such contract, warranty or agreement;
- (b) liability assumed by You under a warranty of fitness or quality regarding Your Products;
- (c) liability assumed under an Incidental Contract; or
- (d) written contracts, warranties or agreements agreed by Us and specified in the Schedule.

**12. Asbestos**

Death, injury, loss, damage or liability of any nature which is directly or indirectly connected in any way with asbestos.

**13. Pollution**

Liability directly or indirectly caused by or arising out of the discharge, dispersal, release, escape or seepage of Pollutants into or upon any property, land, the atmosphere, watercourse or body of water.

We shall also not be liable to pay any costs and expenses incurred in the prevention, removal or clean-up of such Pollutants.

This exclusion shall not apply if such discharge, dispersal, release or escape is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place and provided the limit of Our liability in such circumstances, whether or not there is more than one Occurrence during the Period of Insurance, is limited in the aggregate to the Limit of Liability.

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**3. WHAT IS NOT COVERED (continued)**

**14. Radioactivity/Nuclear Weapons**

Liability directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission; or
- (b) nuclear weapons material.

**15. War**

Liability arising out of or in consequence of war, invasion, act of foreign enemy, 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.

**16. Fines and Penalties**

Punitive, aggravated or exemplary damages, fines or penalties imposed by law.

**17. Territorial Limits**

Liability occurring outside Australia.

This exclusion will not apply to claims arising from:

- (a) Your Products (other than those exported to the United States of America or the Dominion of Canada or their territories, protectorates or dependencies), or
- (b) the presence outside Australia of Your partners, directors and employees engaged in non-manual work in connection with Your Business and who are normally resident in Australia.

**18. Legal Jurisdiction**

Liability:

- (a) brought against You in any country outside Australia;
- (b) arising as a consequence of You entering into contractual obligations submitting to the jurisdiction of a Court other than a Court of any State or Territory of Australia; or
- (c) arising as a consequence of any agreement by You to indemnify any other party in respect of awards, judgements or settlements made under the jurisdiction of a Court other than a Court of any State or Territory of Australia.

**19. Assault and Battery**

Liability caused by or arising from assault and battery committed by or at the direction of You unless reasonably necessary for the protection of persons or property.

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**3. WHAT IS NOT COVERED (continued)**

**20. Pipes and Cables**

Liability for damage to pipes and cables unless the appropriate authorities have been consulted prior to work commencing and written details have been obtained from them as to the position of such underground pipes and cables together with their supports and fittings.

**21. Internet Operations**

Liability directly or indirectly caused by or arising from Your Internet Operations.

Internet Operations shall mean any of the following:

- (a) use of electronic mail systems by You, Your employees or by any other person with Your permission; or
- (b) access through Your network to the world wide web or a public internet site by You, Your employees or by any person with Your permission; or
- (c) access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web; or
- (d) the operation and maintenance of Your web site.

This Exclusion will not apply to liability arising out of any material which is already in print by the manufacturer in support of its products which is also reproduced on Your web site, but the Exclusion will still apply to any other advice or information located on Your site that is used for the purpose of attracting customers.

For the purposes of this Exclusion, “employee” means any person engaged under a contract of service or apprenticeship with You.

**22. Electronic Data**

Liability directly or indirectly caused by or arising out of:

- (a) the communication, display, distribution, or publication of Electronic Data; or
- (b) the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data; or
- (c) any error in creating, amending, entering, deleting or using Electronic Data; or
- (d) the total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

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**3. WHAT IS NOT COVERED (continued)**

**23. Terrorism**

Liability directly or indirectly caused by, arising out of or in consequence of any act of Terrorism.

For the purpose of this Exclusion, Terrorism means an act including but not limited to the use or threat of force or violence 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) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any Government and/or to put the public or any section of the public in fear.

This Policy also excludes liability directly or indirectly caused by, arising out of or in consequence of any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

**24. Genetically Modified or Engineered Organisms (GMO)**

Liability directly or indirectly caused by or arising out of the manufacture, importing, growing, blending, mixing or distributing of Genetically Modified or Engineered Organisms (GMO).

For the purpose of this Exclusion, a Genetically Modified or Engineered Organism is defined to be a living plant, animal or microbe that has been altered by the addition or modification of a gene through the process of genetic engineering and contains genes or portions of genes from unrelated organisms.

**25. TSE**

Liability directly or indirectly caused by or arising out of Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD).

This Exclusion applies regardless of any other contributing or aggravating cause or event.

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**4. CONDITIONS**

**1. Claims Procedure**

You will:

- (a) give to Us immediate notice in writing with full particulars of every Occurrence, circumstance, claim, writ, summons, proceedings, impending prosecution, inquest and the like in respect of which there may arise liability under the Policy;

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**4. CONDITIONS (continued)**

- (b) use Your best endeavours to preserve any damaged or defective property which may 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, machinery, fittings, appliances or plant until We have had an opportunity to inspect and given Our consent;
- (c) not make any admission, offer, promise or payment in connection with any Occurrence or claim without Our written consent; and
- (d) give to Us all information and assistance as We may reasonably require in the prosecution, defence or settlement of any claim.

We will:

- (a) be entitled to take over and conduct in Your name the defence or settlement of any claim; and
- (b) have full discretion in the conduct of any negotiations or proceedings in connection with any claim.

**2. Discharge of Liabilities**

We may at any time pay to You in respect of damages payable as a result of any Occurrence or number of Occurrences arising directly or indirectly from one source or original cause the amount of the Limit of Liability or such limit specified in this Policy in respect thereof (after deduction of any amount or amounts already paid in respect thereof) or any lesser amount for which the claim or claims can be settled.

Upon such payment We shall relinquish conduct or control of and be under no further liability under this Policy in connection with such claim or claims except for costs, charges and expenses incurred by Us or by You with Our written consent prior to the date of such payment.

**3. Goods and Services Tax (GST)**

All of the amounts insured by this Policy exclude GST.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of input tax credit You are entitled to, We will pay this shortfall in addition to the claim settlement.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement in the settlement of any claim or premium relating to the Policy.

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**4. CONDITIONS** (continued)

**4. Prevention of Accidents**

You must:

- (a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in safe and sound condition;
- (b) take all reasonable precautions to:
  - (i) prevent Personal Injury and Property Damage;
  - (ii) prevent the manufacture, sale or supply of defective Products; and
  - (iii) comply and ensure that You, Your employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property;
- (c) take reasonable action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect any defect or deficiency.

**5. Cross Liability**

Where "You" are comprised of more than one party, each of the parties shall be considered as a separate legal entity and the words "You" and "Your" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each party provided that nothing in this Condition shall result in an increase in Our Limit of Liability in respect of any Occurrence or Period of Insurance.

**6. Joint Insureds**

Where "You" are comprised of more than one party, information supplied to Us shall be deemed to have been furnished by or on behalf of all parties, and any information supplied to Us 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 on behalf of all such parties.

**7. Cancellation**

- (a) You may cancel this Policy at any time by giving Us notice in writing. We will refund to You the pro-rata premium less 10% calculated for the unexpired Period of Insurance from the date of cancellation.
- (b) We may also cancel this Policy in any of the circumstances detailed in the Insurance Contracts Act 1984. In the event that We cancel this Policy, We will refund to You the pro-rata premium calculated for the unexpired Period of Insurance from the date of cancellation.

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4. **CONDITIONS** (continued)

8. **Subrogation**

In the event of a payment under this Policy to You or on Your behalf, We shall be subrogated to all Your rights of recovery against any person or organisation. At Our request and Our expense, You shall do all things reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining indemnity from other parties to which We are entitled pursuant to this Policy.

9. **Increase in Risk**

You must immediately give Us full particulars in writing of any alteration to the Business and/or holdings in any subsidiary company and You will pay such reasonable additional premium as We may require.

10. **Premium Adjustment**

Where premium has been calculated on estimates furnished by You, You shall, within 30 days after the expiry of each Period of Insurance, furnish to Us such information as We may require to adjust the premium for the Period of Insurance. Any difference in premium shall be paid by or allowed to You. You shall allow Us to inspect Your records to ascertain or verify such information if required.

11. **Headings**

Headings have been included for ease of reference and the terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

12. **Other Insurance**

You must give Us full particulars of any other insurance which provides indemnity, in full or in part, for any of the liabilities covered under this Policy within 21 days of entering into any such insurance.

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5. **DEFINITIONS**

Any word or expression which this Policy has defined as having a particular meaning will have that meaning everywhere it appears. Definitions in the "singular" will also apply where the word or expression is "plural".

**"Aircraft"** means any object that is intended to fly or move in or through the air, atmosphere or space.

**"Business"** means all activities involved in the business specified in the Schedule including the ownership and tenancy of premises, provision and management of canteens, social and sports clubs and welfare or child care services, including first aid and safety services for Your employees and Your internal first aid, fire and ambulance services.

**"Excess"** means the amount specified in the Schedule and elsewhere in this Policy which You must contribute to each claim.

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## 5. DEFINITIONS

**"GST"** means Goods and Services Tax.

**"Incidental Contract"** means:

- (a) any written agreement for the lease of property, except those agreements where there is an obligation to insure such property or where there is an agreement to accept liability regardless of fault;
- (b) any written contract made or entered into with any public authority for the supply of water, gas, electricity or telephone services, except a contract made or entered into with such authority for work done or to be done for such authority; or
- (c) any written contract made or entered into with any railway authority for the loading, unloading or transport of Your Products or any contract relating to the operation of railway sidings.

**"Limit of Liability"** means the Limit of Liability specified in the Schedule.

**"Medical Persons"** means qualified medical practitioners, nurses, dentists and first aid attendants.

**"Occurrence"** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended by You.

**"Period of Insurance"** means the period specified in the most recent Schedule or any subsequent period for which this Policy has been renewed. A new Period of Insurance begins each time this Policy is renewed.

**"Personal Injury"** means:

- (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- (b) false arrest, false imprisonment, wrongful detention, malicious prosecution and humiliation;
- (c) libel, slander, defamation;
- (d) wrongful entry, wrongful eviction or other invasion of right of privacy; and/or
- (e) assault and battery committed by You or Your employees for the purpose of preventing or eliminating danger to persons or property.

In the event of Personal Injury arising from latent injury, latent sickness, latent disease or latent disability, that Personal Injury shall be deemed to have occurred on the day the injury, sickness, disease or disability was first medically diagnosed.

**"Policy"** means this Policy Wording, the most recent Schedule We give You and any written endorsements to Your Policy issued by Us.

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5. **DEFINITIONS** (continued)

**"Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**"Product"** means anything (after it has ceased to be in Your possession or in Your legal control) which has been manufactured, grown, extracted, produced, processed, constructed, erected, installed, assembled, altered, repaired, serviced, treated, sold, supplied or distributed by You in the course of Your business, including any packaging or containers (other than a Vehicle) used to package or contain Your Product(s).

**"Product Liability"** means any liability for an Occurrence that is caused by or arises out of any Product.

**"Property Damage"** means physical loss, damage or destruction of tangible property including the resultant loss of use, or loss of use of tangible property which has not been physically damaged or destroyed, provided such loss of use is caused by an Occurrence.

In the event of a claim arising from latent damage or from the exposure of tangible property to gradual deterioration and eventual damage, such Property Damage shall be deemed to have occurred on the day such deterioration or damage was first discovered.

**"Schedule"** means the attachment which forms part of this Policy and specifies the Policy number and other details relating to this insurance.

**"Trade Use"** means use in excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and the like including the process of setting up for operations and reverting from such operative format to travel/transit configuration. It does not include transit to or from a worksite but does include travel within a worksite if simultaneously being used for work.

**"Vehicle"** means any type of machine including attachments that is designed to travel on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power.

**"Watercraft"** means anything made or intended to float on or in or travel on or through or under water.

**"We" "Us" "Our" or "Lumley Insurance"** means Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance.

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5. **DEFINITIONS** (continued)

**"You" "Your"** means:

- (a) the Insured specified in the Schedule;
- (b) subsidiary companies of the Insured specified in the Schedule whose place of incorporation is within Australia;
- (c) the directors, employees, executive officers or partners of the Insured specified in the Schedule or of a company designated in (b) above, but only whilst acting within the scope of their duties in such capacity;
- (d) every principal of the Insured specified in the Schedule or of a company designated in (b) above in respect of the liability of such principal arising out of the performance by the Insured specified in the Schedule or by a company designated in (b) above of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement, but limited to the coverage provided by this Policy; and/or
- (e) every office bearer or member of social or sporting clubs or welfare organisations formed with the Insured's consent (other than an Insured designated in (d) above) in respect of claims arising from the duties of, or connected with the activities of, any such club or organisation.

