

1 July 2022

Acting Deputy Secretary  
Office of Energy and Climate Change  
GPO Box 5469  
Sydney NSW 2001

*Attention: Andrew Lewis*

RE: Hunter Gas Pipeline Authority to Survey Application

Dear Andrew,

I refer to your correspondence of 27 June 2022 regarding the application, submitted by Hunter Gas Pipeline (HGP), for an Authority to Survey (ATS) under the *Pipeline Act 1967*.

This letter identifies several matters that the Office of the Energy and Climate Change requires to be addressed before the ATS can be granted. These matters are:

- An overview of the consultation that has been/is being undertaken in order to seek agreement for access to lands for survey with the directly impacted landowners nominated in the ATS.
- A summary of the number of landholders covered by the ATS application that are outside of the approved 200 metre corridor.
- A copy of the standard access terms being proposed by HGP, as well as any additional terms and conditions that HGP wishes to nominate or propose for site-specific requirements.
- A summary of the types of survey activity proposed to be undertaken, for example: easement and compensation; environmental/ecological/biodiversity assessment; cadastral; engineering/geology/constructability; cultural heritage/land title/native title. This information does not need to be site-specific but should summarise the main intended activities to be undertaken should an ATS be granted.
- Information on the qualifications/experience/background of companies/contractors/staff expected to undertake survey works.
- Confirmation that the terms and conditions of the insurance certificate provided covers reasonably foreseeable scenarios arising out of a survey that uses the ATS power to enter lands without consent.

HGP has considered these matters and our response is contained within this letter including attachments and the application to the ATS submitted in 2021.

Kind regards



Garbis Simionian  
Managing Director Hunter Gas Pipeline

Issue 1: An overview of the consultation that has been/is being undertaken in order to seek agreement for access to lands for survey with the directly impacted landowners nominated in the ATS.

HGP has undertaken considerable consultation within the ATS area. The consultation between July 2020 and May 2022 is summarised in Table 1 (below). Attachment 1 provides further detail in relation to this issue.

Table 1: Consultation summary in the ATS area between July 2020 and May 2022

<b>Consultation type</b>	<b>Number of interactions</b>
Individual letters (including requests to survey) incoming and outgoing	463
Project introduction letter – July 2020 – all corridor landholders	442
Project update to all corridor landholders south of Narrabri	336
Letters to neighbouring properties in ATS area (except Newcastle)	233
Emails – incoming and outcomes	1064
Phone calls incoming and outgoing	668
Meetings face to face and online	131
Access agreements issued, signed and received <sup>1</sup>	29
Access agreements issued <sup>2</sup>	43

1: The access agreements were signed by 29 landholders covering 62 land parcels.

2: Access agreements were issued to 43 landholders covering 136 land parcels.

Issue 2: A summary of the number of landholders covered by the ATS application that are outside of the approved 200 metre corridor.

There are a total of 1552 lots in the area covered by the ATS application. Of these 456 lots are outside of the Revision L corridor.

Issue 3: A copy of the standard access terms being proposed by HGP, as well as any additional terms and conditions that HGP wishes to nominate or propose for site-specific requirements.

Attachment 2a contains an example of the standard Terms and Conditions for entry issued by HGP. These conditions can be varied by agreement with the landholder via negotiation, see Attachment 2b.

Issue 4 A summary of the types of survey activity proposed to be undertaken, for example: easement and compensation; environmental/ecological/biodiversity assessment; cadastral; engineering/geology/constructability; cultural heritage/land title/native title. This information does not need to be site-specific but should summarise the main intended activities to be undertaken should an ATS be granted.

Surveys will be undertaken to investigate possible alignments for the proposed pipeline, and determine the final pipeline alignment in accordance with the conditions of consent. The surveys to support pipeline alignment finalisation, per conditions of consent and to consider technical and safety considerations, include, but may not be limited to, engineering, environmental, geotechnical and heritage surveys.

Specific activities to be undertaken include:

<b>Survey Type</b>	<b>Methodology</b>	<b>Reason/Purpose</b>
Engineering	Site inspection using non-invasive and invasive sampling techniques.	Identify factors influencing engineering design such as surveying topographic features, ground profiles (slope and side slopes), soil and geology investigations and survey including erodibility, type and conditions of water course crossings, stream flows and flood history.
Constructability	Site inspection using invasive and non-invasive techniques	Determine the matters to be considered during construction including rock type and location, topsoil depth, soil erodibility, soil plasticity and mobility, requirements for crossings of various features including hills, roads, rail, rivers, water courses and other landform features to support the final route selection and engineering design. Soils will be sampled at selected sites along the preliminary alignment using an auger. This sampling method has a very small disturbance footprint. This will also take into account specific landholder feedback.
Environmental	Field surveys of flora and fauna communities in accordance with the survey guidelines. Vegetation survey plots, and fauna surveys will utilise a number of methodologies including but not limited to cameras, hair tubes and trapping.	In accordance with the conditions of consent determine final route alignment considering the location and condition of species and ecological communities including threatened communities. Determine offset needs. Assess stream riparian sensitivity. Identification of location/intensity of invasive weeds or pest animals.
Geotechnical	Invasive sampling	Taking core samples to support engineering design or constructability assessments, such as subsurface conditions for HDD.

Survey Type	Methodology	Reason/Purpose
Cultural Heritage	Field surveys in accordance with survey guidelines and relevant Codes.	In accordance with the conditions of consent determine final route alignment considering the results of surveys to locate and assess cultural heritage including objects.
Cadastral surveys	Non-invasive ground surveys	Location of property boundaries and on-farm infrastructure and accurate mapping of landscape features such as profiling stream beds, slopes and side slopes.

Issue 5: Information on the qualifications/experience/background of companies/contractors/staff expected to undertake survey works.

In addition to the information contained in Attachment 4 the following procedures will apply.

As a wholly owned subsidiary Hunter Gas Pipeline Pty Ltd procurement will be undertaken in accordance with Santos systems and procedures. Santos has compliance strategies in place to ensure only appropriate parties are engaged for approximately \$3.5b of goods and services procured on an annual basis. Key Santos Management System standards and procedures for procurement include:

- SMS-PRC-OS0 -Contracting and Procurement Operating Standards;
- SMS-PRC-OS01-PD01 Source to Contract Procedure; and
- SMS-PRC-OS01-PD02 Contract Management Procedure.

Selection of qualified parties is assured through each phase of the sourcing process including initial identification, shortlisting, tendering, evaluation and final contract terms.

Before using the Authority to Survey, a summary of the qualifications and experience of the companies and contractors expected to undertake surveys will be provided to the Department.

Issue 6: Confirmation that the terms and conditions of the insurance certificate provided covers reasonably foreseeable scenarios arising out of a survey that uses the ATS power to enter lands without consent.

See Attachments 3a-3c and Attachment 4.



Issue 7: Evidence of adequate and flexible financial resources available to fund survey activities to completion, including any required demobilisation and make good obligations. This does not have to be site specific or cover every property identified in the ATS application, but at a level to address each intended package of work issued to survey contractors.

See Attachment 4.

Attachment 1:

# LANDHOLDER ENGAGEMENT STATUS REPORT

HUNTER GAS PIPELINE  
MAY 2022



# 1. Project engagement background

While there was extensive consultation with all landowners and corridor communities as part of the environmental assessment and approval process for the pipeline corridor 13 years ago, we recognise that landholder circumstances may have changed. The five-year extension to this approval meant that the HGP project team needed to re-engage with every impacted landholder along the corridor. The engagement program commenced in earnest in July 2020, with letters sent to directly impacted landowners (along the approved corridor from the Wallumbilla gas hub in Roma, QLD to Newcastle, NSW) re-introducing the project. Relevant federal and state government ministers and local councils along the corridor were also sent correspondence during this time, followed by face-to-face briefings on request. In December, further correspondence was issued to landowners along the corridor.

Two state-wide lockdowns from the Covid-19 pandemic impacted engagement during late 2020, and the second half of 2021.

Communication broadened in September 2021 to include correspondence with landowners of surrounding properties adjacent to the 200-metre corridor to advise of the corridor proximity and HGP's requirement for project survey work. These landowners, while not directly affected, are included in this report as "landowners within the survey area" along the route (included in the Authority to Survey submitted to NSW Department of Planning Infrastructure and Environment - DPIE).

While the engagement team has not been in the field along the corridor route since the Covid lockdowns lifted in November 2021, the team has been responsive to all enquiries on the 1300 number and project emails, returned phone calls and participated in relevant meetings online.

The engagement effort over the past two years has primarily focused on the southern section of the pipeline corridor – from south of Stoney Creek Road, Narrabri to Newcastle as Stage 1 of the Project. We have included statistics however, for the entire pipeline route for completeness of this report.

## 2. Whole of corridor – Wallumbilla (Roma), Queensland to Newcastle (Hexham), NSW

In July 2020 HGP formally contacted all of the landowners with land parcels intersected by the 200m pipeline corridor. We also wrote and advised other affected stakeholders including local Councils, relevant state and federal government agencies, relevant members of parliament and portfolio Ministers between Roma, in Queensland and Newcastle, NSW. This correspondence included reintroduction to the project, an updated brochure outlining the project status and an offer to meet and provide personal briefings to those who elected to do so. This period of engagement between July and December 2020 was intensive, with numerous one-on-one meetings with councils and landowners alike.

### 2.1 Landholders and land parcels within the ATS

From the outset the project was split into two stages, with more intensive engagement occurring from Narrabri South, as the team sought to undertake seasonal spring and summer environmental survey work required to close out gaps in the previous environmental assessment. Table 1 provides an analysis of number of landholders, land parcels and kilometre length within each LGA. Directly affected landholders are those where their land hosts the 200m pipeline corridor. Those indirectly affected are in close proximity to the 200m pipeline corridor. All of these landholders and land parcels form the area potentially requiring access to survey for the final route alignment.

Table 1: Landholders and land parcels by LGA - Stoney Creek Road, Narrabri south to Newcastle

LGA	kms	Landholders - ATS directly impacted	Land parcels - ATS directly impacted	Landholders - ATS indirectly impacted	Land parcels - ATS indirectly impacted
Narrabri South	62.131	56	78	51	176
Gunnedah	79.1	51	88	29	125
Liverpool Plains	58.3	66	109	52	187
Upper Hunter	61.615	67	93	44	97
Muswellbrook	26.954	32	47	6	18
Singleton	54.513	70	83	46	72
Maitland	35.585	105	110	75	112
Port Stephens / Newcastle	13.964	15	41	Unknown	121
<b>TOTAL</b>	<b>392.162</b>	<b>462</b>	<b>649</b>	<b>303</b>	<b>908</b>

### 2.2 Landholders and land parcels north of Stoney Creek Road, Narrabri

Table 2 below provides an analysis for the LGAs from Stoney Creek Road, Narrabri, north to Roma, Queensland. Note that Queensland has already issued a pipeline license so that the number of landholders and parcels in the NSW area from Stoney Creek Road Narrabri, and the Moree LGA will reduce the total numbers to 73 landholders and 200 land parcels.

Table 2: Landholder analysis Stoney Creek Road north, Narrabri to Roma, Queensland (Maranoa LGA)

### LGA statistics - North of Stoney Creek Road, Narrabri

LGA	kms	Landholders	Land parcels
Maranoa	109.881	24	33
Balonne	50.556	6	7
Goondiwindi	47.575	13	22
Moree Plains	159.250	47	158
Narrabri North	49.443	26	48
Total	416.705	116	268

## 2.3 Summary of engagement techniques and statistics

To support the engagement, a 1300 number (1300 GASLINE) and project email was established in June 2020. The Project webpage ([www.huntergaspipeline.com.au](http://www.huntergaspipeline.com.au)) has been updated to include a range of collateral, providing more detailed information to landholders and stakeholders about the issues they have raised. Correspondence, collateral, and other consultation initiatives have included:

- Letters to all landholders along the corridor in July 2020, advising of the project status, and the desire to initiate one on one meetings with landholders to discuss pipeline constraints and refinement. This also included a project brochure update.
- Letters to all landholders along the corridor in December 2020, advising of the project status, and links to the website with six Fact Sheets covering issues raised by landholders during the current engagement program. These include:
  - Fact Sheets that describe:
    - Project background and status
    - Corridor Selection
    - Construction and operation
    - Easement and compensation
    - Environmental matters
    - Biosecurity
  - Frequently Asked Questions (and answers) from landholders
  - Customised letters and/or emails confirming individual and small group meetings with landholders
  - Customised letters and/or emails with all Councils along the corridor
  - Small neighbour meetings/briefings
  - Workshops with small community groups
  - Meetings/briefings with local and state government officers and elected representatives within the corridor and respective portfolio Ministers
  - Letters to all neighbouring landholders potentially affected by pipeline survey work in Stage 1 (i.e. between Narrabri and Newcastle), to advise of the project intent and invitation to call the 1300 number or community email.

## 2.4 Summary of interactions

Between July 2020 and May 2022 the following interactions were recorded in Darzin (stakeholder interaction database).

- Individual letters (including requests to survey) incoming and outgoing	463
- Project Introduction letter - to all landholders in corridor	442
- Project update to all corridor landholders south of Narrabri	336
- Letters to neighbouring properties in ATS area (except Newcastle)	233
- Emails incoming and outgoing	1064
- Phone calls incoming and outgoing	668
- Meetings - face to face (in the field and online)	131
- Access agreements issued, signed and received - covering 62 land parcels	29
- Access agreements issued yet unsigned covering 136 land parcels	43

## 3. Directly impacted stakeholders – Narrabri South

### 3.1 Landowner statistics - Stoney Creek Road, Narrabri to Newcastle

We have reported the engagement statistics for the pipeline corridor by Local Government Areas (LGAs) from south of Stoney Creek Road, Narrabri to Newcastle. Data has been analysed by:

1. Kilometres
2. Landowner / stakeholders
3. Land parcels

Table 3 provides a breakdown of each LGA, how many kilometres of the pipeline traverses through each LGA, how many landowners are impacted and how many total land parcels the corridor travels through. (Note that some landowners may own more than one land parcel.)

Table 3: LGA statistics - South of Stoney Creek Road, Narrabri

LGA	kms	Stakeholders	Land parcels
Narrabri (south of Stoney Creek Rd)	62.131	31	78
Gunnedah	79.1	32	88
Liverpool Plains	58.3	44	109
Upper Hunter	61.615	45	93
Muswellbrook	26.954	25	47
Singleton	54.513	56	83
Maitland	35.585	88	110
Port Stephens / Newcastle	13.964	15	41
<b>Total</b>	<b>392.162</b>	<b>336</b>	<b>649</b>

### 3.2 Outcomes of engagement

Since the re-engagement with the stakeholders and landowners of the pipeline corridor community, the HGP project team has been providing numerous engagement opportunities both proactively and in response to enquiries. This has included briefings to the 10 local Councils along the pipeline corridor, meeting one on one with individual landholders to seek access for the 20/21 spring and summer environmental survey work, as well as small group neighbour meetings at Newcastle, Raymond Terrace, Singleton, Maitland, Muswellbrook, Scone, Murrurundi, Willow Tree, Quirindi, Gunnedah, Boggabri, and Narrabri. To help reconcile the engagement status we have categorised engagement into three themes:

1. **HGP awaiting response from stakeholder** – this category is for the landowners where we have confirmed contact details as being correct, and we are waiting for a response from them. Either from phone calls, letters, or emails. **7%** of the pipeline kilometres have landowners in this category.
2. **Personal engagement** – this includes incoming or outgoing personal contact with the landowner. Personal direct engagement with these stakeholders has been in 2020 or 2021 by letter, phone, email, or attendance at a meeting. **71%** of the pipeline kilometres have landowners in this category.
3. **Letters sent – no response from landowner** – this category is for landowners that we have not heard from. They have not responded to letters or notifications sent and, in some cases, letters have been ‘returned to sender’ and correct contact details not found. **22%** of the pipeline kilometres have landowners in this category.

Once the final right of way has been confirmed, further engagement is required to seek access to properties directly impacted by the pipeline (intersected at some point by the 200m corridor), and those who neighbour the corridor where access may be needed.

Figure 1 provides a percentage breakdown for each engagement category.



## ENGAGEMENT STATUS BY KM - NARRABRI SOUTH TO NEWCASTLE

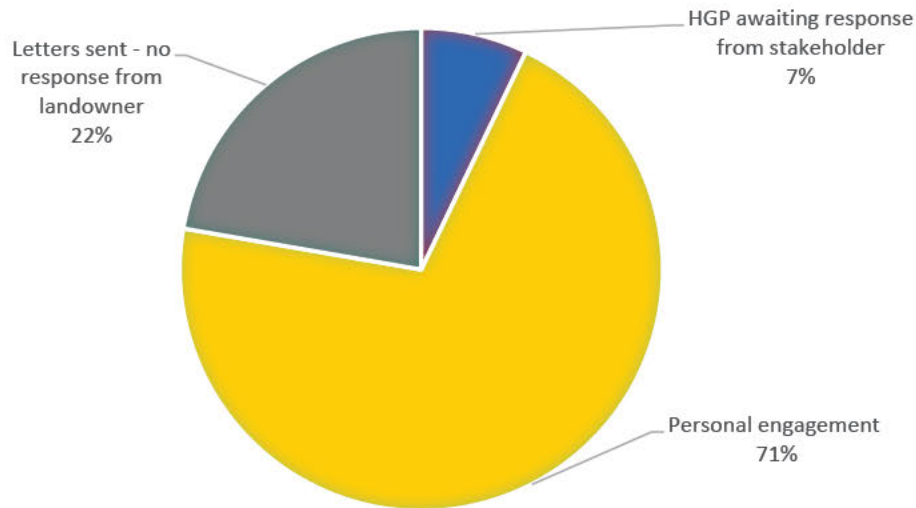


Figure 1: breakdown of engagement per category

### 3.3 Landowner sentiment by kilometres

We have analysed landholder sentiment across four categories and assessed by kilometre to provide a better understanding of sentiment across the pipeline length, rather than by land parcels, which can vary in size and ownership:

1. **Positive** – this represents landowners that have been engaged, and while they do not necessarily agree with the pipeline, they have agreed to work with HGP in order to get the best outcome for themselves. 60% of the pipeline kilometres are owned by stakeholders with a positive sentiment.
2. **Neutral** – these landowners do not want their property impacted by the pipeline but are not unreasonable. To be classified as neutral, these stakeholders are working with HGP to try and eliminate impact to their property and in most cases responsive and involved in the engagement process. 25% of the pipeline kilometres are owned by stakeholders with a neutral sentiment.
3. **Negative** – these landowners either refuse to engage in the process or engagement has been ineffective, and often hindering the engagement processes. 5% of the pipeline kilometres are owned by stakeholders with this sentiment.
4. **Unknown** – these stakeholders have had unsuccessful personal contact with the engagement team, in the past (12 years ago) or in 2020/2021. HGP has been unable to confirm if contact details for these stakeholders are accurate. 10% of the pipeline kilometres are owned by stakeholders with this sentiment.

Figure 2 provides an analysis of landowner sentiment by pipeline kilometres.

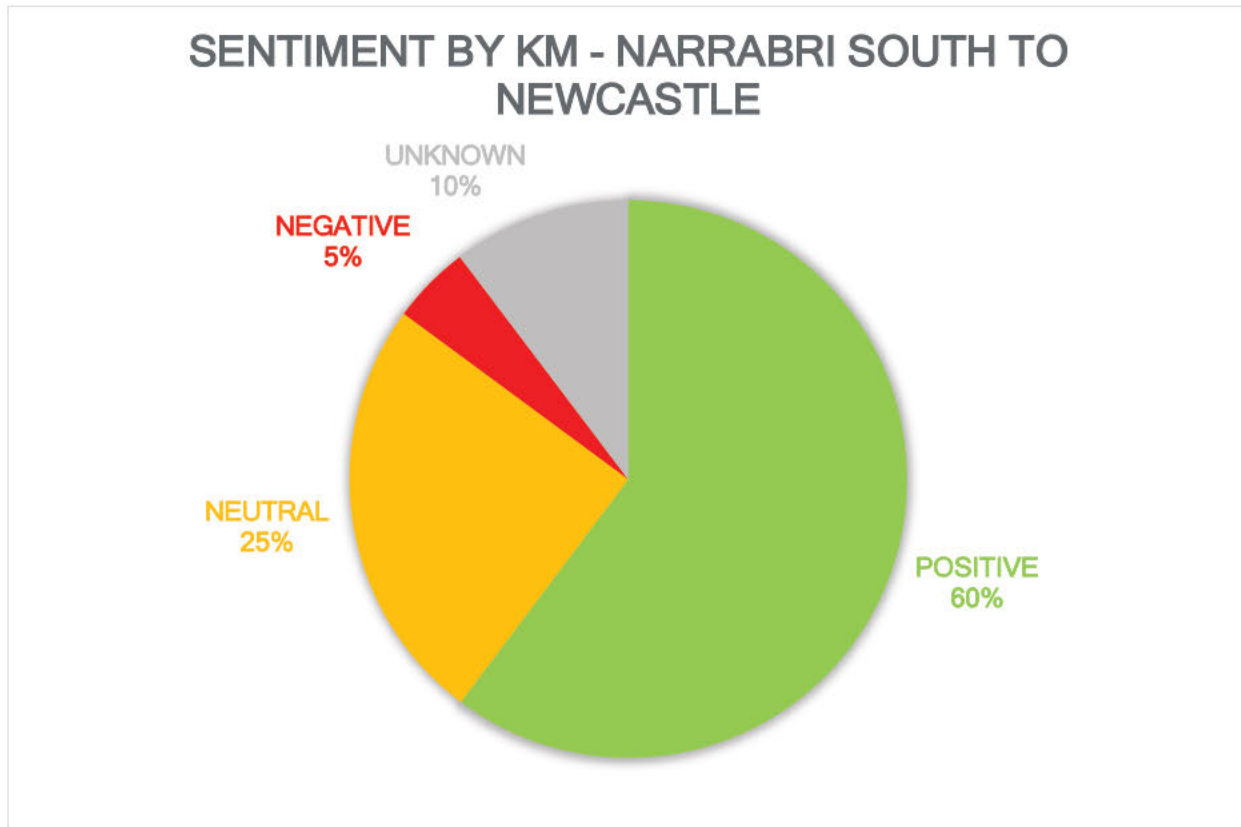


Figure 2: Landowner sentiment by km

#### 4. Indirectly impacted stakeholders within the ATS

Landowners within close proximity to the pipeline, where access for survey work may be required, have also been contacted. While our engagement has primarily focused on those directly impacted landowners (those intersected by the existing 200m corridor), neighbouring landowners where potential access may be required for survey work, have also been advised of the project in correspondence between September and December 2021. All landowners within the ATS area within LGAs south of Stoney Creek Road Narrabri through to the Maitland LGA have been advised. Those indirectly impacted ATS landowners within the Port Stephens and Newcastle LGAs were not contacted as they were industrial or government owned landowners. Some of the indirectly affected landowners have since reached out and had personal contact with the HGP team over the phone or via email.

We have analysed the status of engagement into three categories:

1. **2020/2021 personal engagement** – these ATS landowners contacted the engagement team after receiving the letter.
2. **Letters sent – no response from landowner** – HGP have had no personal contact with the ATS landowners yet.

3. **No contact made yet (due to return to sender or other reasons)** – these stakeholders include directly impacted landowners who we have been unable to contact and have had returned mail, ATS landowners who had their letters *returned to sender* or are in the Port Stephens / Newcastle LGA and considered industrial land and were not sent letters.

Figure 3 illustrates the letter distribution/engagement with the neighbouring landowners including a status for each of the categories described above.

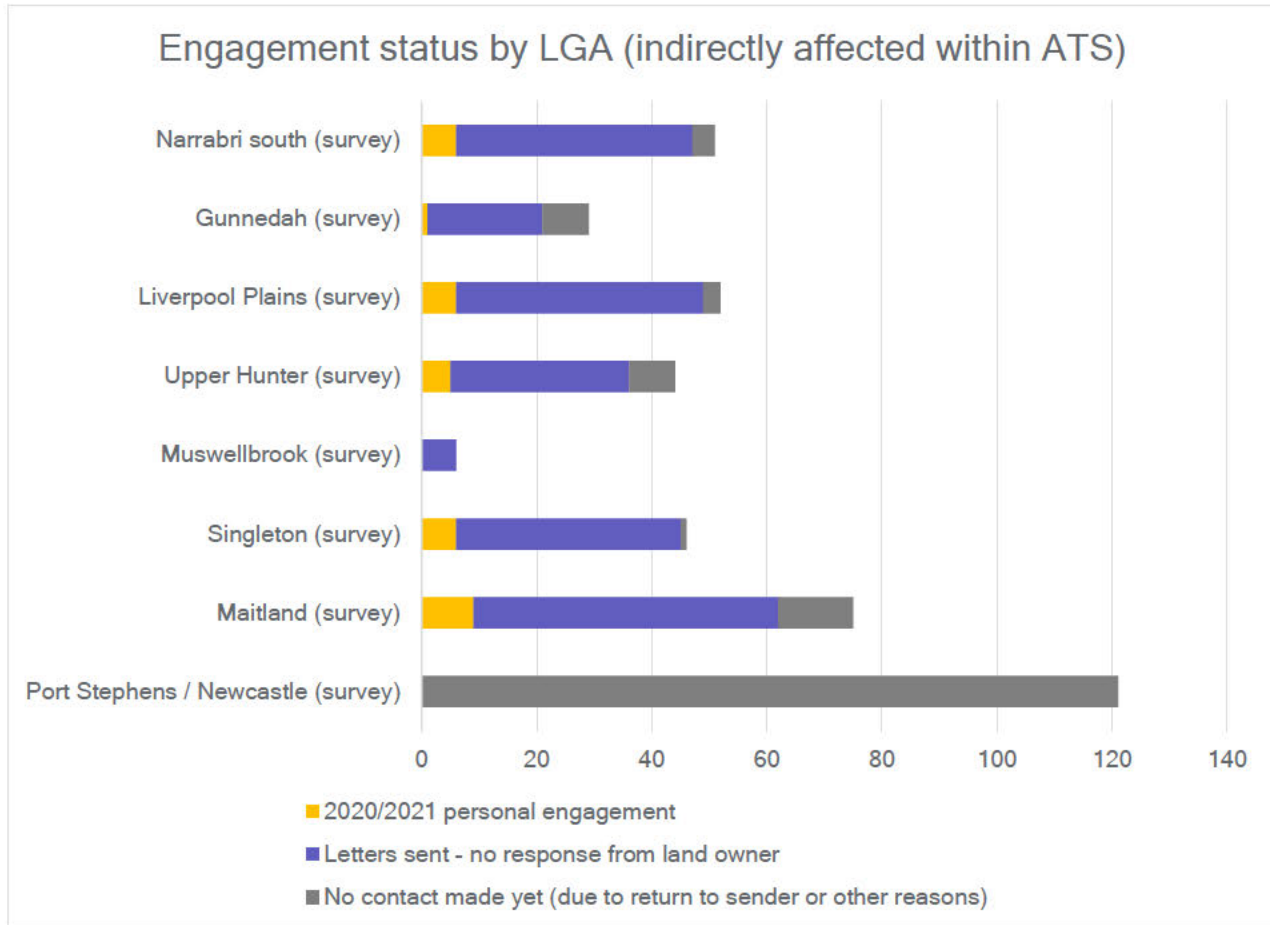


Figure 3: Engagement with neighbouring properties – status by LGA

Attachment 2a:

LAND SURVEY ENTRY AGREEMENT

Hunter Gas Pipeline

Ref No: [insert reference number]

Information obtained is for the purposes of the above project and may be provided to other HGP personnel, its clients and contractors, prospective contractors and government agencies, only where necessary, or required by law, in accordance with the Privacy Act (Cth).

**BETWEEN** [insert HGP company details]

**Address:** [insert address]

**Phone:** [insert telephone] **Email:** [insert fax]

**AND** [landholder name] (the "landowner")

**Of** (address) \_\_\_\_\_

Contact Name \_\_\_\_\_

& phone \_\_\_\_\_

[**AND** (the "Occupier")

**Of** (address) \_\_\_\_\_

Contact Name \_\_\_\_\_

& phone \_\_\_\_\_

**LAND**

**DESCRIPTION**

**Lot/plan** [Lot and DP number] (the "Land")

**PURPOSE OF THE LICENCE / AUTHORISED ACTIVITIES**

HGP is investigating the feasibility of locating the Hunter Gas Pipeline (the "Project") on the Land. The purpose of this licence is to allow access to the Land so that HGP can survey the Land and investigate its suitability for the Project location. This survey may include the placement of pegs and markers on the Land on the understanding that they will be removed if necessary for safety reasons or for your necessary activities. This survey may also include geotechnical, environmental, and cultural heritage investigations which may involve minor test pits or augering or other incidental activities (collectively, the "Access Purposes").

## **AGREEMENTS**

*The Landholder/Occupier agrees to allow HGP and its authorised consultants to enter the Land at their risk, at any time during the Period of Access and with such vehicles and equipment as may be reasonably required.*

*Entry on the Land by HGP and its authorised consultants must only be for the purpose of the Access Purposes and will be subject to the General Conditions of Access and any Special Entry Conditions written on this document below unless otherwise consented by the Landowner/Occupier. Authorised consultants of HGP must comply with the General Entry Conditions and any Special Entry Conditions.*

*The Landowner/Occupier will not be responsible for any injury to persons or damage to property of HGP, its officers and employees or authorised consultants which was caused by the act or omission of HGP or its authorised consultants.*

*HGP will indemnify the Landowner/Occupier against any loss or damage incurred by the Landowner/Occupier directly arising from the negligent exercise of entry rights under this document by HGP or its authorised consultants (including any damage to improvements or personal injury), except to the extent that the loss or damage was caused, or contributed to, by the act or omission of the Landholder/Occupier or the Landholder/Occupier's employees, agents and permitted invitees.*

*This document will commence on the date it was executed by all parties and will expire on the earlier of (i) HGP giving notice that it has completed the Access Purposes; or (ii) 12 months from the date of this document ("**Period of Access**").*

*On signing this agreement, the Landowner and Occupier must identify to HGP one person who is authorised to receive notices or give consents for both the Landowner and Occupier for the purposes of this document.*

## **GENERAL CONDITIONS OF ACCESS**

*HGP must:*

- (a) give the Landowner at least 24 hours' notice of its intention to access the Land, including:
  - (i) a general outline of the activities intended to be carried out on the Land and the approximate number of persons and vehicles accessing the Land.*
  - (ii) a general description of the areas of the Land that are intended to be accessed and whether other areas might be accessed for the Access Purposes; and*
  - (iii) the approximate period during which the Land will be accessed.**
- (b) comply with all Laws that apply to access to the Land or the Access Purposes.*
- (c) take responsible endeavours to minimise damage to vegetation and the creation of erosion hazards when accessing the Land. The Landowner/Occupier acknowledges that some minor damage to vegetation or the Land may occur as part of normal survey activities.*
- (d) access the Land safely, including:
  - (i) drive any motor vehicles on the Land safely having regard to the condition of the Land and any risks to people, livestock, and property; and*
  - (ii) taking sufficient supplies for the period of access to the Land.**
- (e) after entering or exiting through a gate on the Land, leave the gate in the same position, whether closed or open, the gate was in before any entry or exit from a gate.*
- (f) not alter or damage fencing except with the owner's consent.*

*(g) not take firearms or animals onto the Land.*

*(h) not interfere with livestock or the Landowner or Occupier when accessing the Land.*

*(i) not light any fires, unless consented to by the Landowner or Occupier.*

*(j) take responsible precautions to prevent fires or fire hazards.*

*(k) not cause contamination to the land*

*(l) at the end of the period of accessing the Land, remove all rubbish and left-over survey materials placed on or released to the Land by HGP or its consultants.*

*(m) make good any material damage to the Land caused by it or its consultants as soon as reasonably practicable to the reasonable satisfaction of the Landowner.*

**SPECIAL ENTRY CONDITIONS (if any):**

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**Executed** as an agreement on the \_\_\_\_\_ day of [insert year]

**SIGNED SEALED AND DELIVERED** for and on behalf of **LANDOWNER** by its properly authorised signatory:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

**SIGNED SEALED AND DELIVERED** for and on behalf of **OCCUPIER** by its properly authorised signatory:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

**SIGNED SEALED AND DELIVERED** for and on behalf of **HGP** by its properly authorised signatory:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory



Attachment 2b:



Hunter Gas Pipeline Pty Ltd  
ABN 40108119544  
P.O. Box 5523  
West Chatswood NSW 1515  
[www.huntergaspipeline.com.au](http://www.huntergaspipeline.com.au)  
1300 GASLINE (1300 427 546)

LAND SURVEY ENTRY AGREEMENT

Hunter Gas Pipeline Pty Ltd

Ref No KP 

Information obtained is for the purposes of the above project and may be provided to other HGP personnel, its clients and contractors, prospective contractors and government agencies, only where necessary, or required by law, in accordance with the Privacy Act (Cth).

**BETWEEN** Hunter Gas Pipeline Pty Ltd

**Address:** PO Box 5523, Chatswood NSW 1515

**Phone:** 1300 427 546 **Email:** [barbara@huntergaspipeline.com.au](mailto:barbara@huntergaspipeline.com.au)

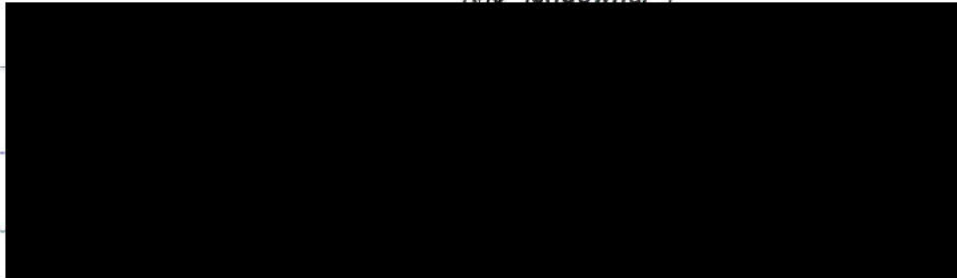
**AND**

(the "landowner")

**Of** (address)

**Contact Name:**

**& phone**



**AND**

(the "occupier (if relevant)")

**Of** (address)

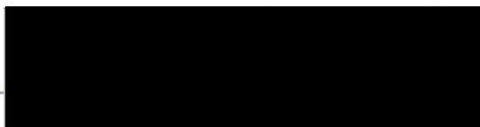
**Contact Name:**

**& phone**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LAND**

**DESCRIPTION** Lot and Plan No: \_\_\_\_\_



## **PURPOSE OF THE LICENCE / AUTHORISED ACTIVITIES**

HGP is investigating the feasibility of locating the Hunter Gas Pipeline (the "**Project**") on the Land. The purpose of this access agreement is to allow access to the Land so that HGP can survey the Land and investigate its suitability for the Project location. These surveys may include the placement of pegs and markers on the Land on the understanding that they will be removed if necessary for safety reasons or for your necessary activities. This survey may also include geotechnical, environmental, and cultural heritage investigations which may involve minor test pits or augering or other incidental activities (collectively, the ("**Access Purposes**").

## **AGREEMENTS**

The Landholder/Occupier agrees to allow HGP and its authorised consultants to enter the Land at their risk, at any time during the Period of Access and with such vehicles and equipment as may be reasonably required.

Entry on the Land by HGP and its authorised consultants must only be for the purpose of the Access Purposes and will be subject to the General Conditions of Access and any Special Entry Conditions written on this document below unless otherwise consented by the Landowner/Occupier. Authorised consultants of HGP must comply with the General Entry Conditions and any Special Entry Conditions.

The Landowner/Occupier will not be responsible for any injury to persons or damage to property of HGP, its officers and employees or authorised consultants which was caused by the act or omission of HGP or its authorised consultants.

HGP will indemnify the Landowner/Occupier against any loss or damage incurred by the Landowner/Occupier directly arising from the negligent exercise of entry rights under this document by HGP or its authorised consultants (including any damage to improvements or personal injury), except to the extent that the loss or damage was caused, or contributed to, by the act or omission of the Landholder/Occupier or the Landholder/Occupier's employees, agents and permitted invitees.

This document will commence on the date it was executed by all parties and will expire on the earlier of (i) HGP giving notice that it has completed the Access Purposes; or (ii) **18 months** from the date of this document ("**Period of Access**").

On signing this agreement, the Landowner and Occupier must identify to HGP one person who is authorised to receive notices or give consents for both the Landowner and Occupier for the purposes of this document.

## **GENERAL CONDITIONS OF ACCESS**

HGP must:

- (a) give the Landowner at least 24 hours' notice of its intention to access the Land, including:
  - (i) a general outline of the activities intended to be carried out on the Land and the approximate number of persons and vehicles accessing the Land.
  - (ii) a general description of the areas of the Land that are intended to be accessed and whether other areas might be accessed for the Access Purposes; and
  - (iii) the approximate period during which the Land will be accessed.
- (b) comply with all Laws that apply to access to the Land or the Access Purposes.

(c) take reasonable endeavours to minimise damage to vegetation and the creation of erosion hazards when accessing the Land. The Landowner/Occupier acknowledges that some minor damage to vegetation or the Land may occur as part of normal survey activities.

(d) access the Land safely, including:

(i) drive any motor vehicles on the Land safely having regard to the condition of the Land and any risks to people, livestock, and property; and

(ii) taking sufficient supplies for the period of access to the Land.

(e) after entering or exiting through a gate on the Land, leave the gate in the same position, whether closed or open.

(f) not alter or damage fencing except with the owner's consent.

(g) not take firearms or animals onto the Land.

(h) not interfere with livestock or the Landowner or Occupier when accessing the Land.

(i) not light any fires, unless consented to by the Landowner or Occupier.

(j) take responsible precautions to prevent fires or fire hazards.

(k) not cause contamination to the land

(l) at the end of the period of accessing the Land, remove all rubbish and left-over survey materials placed on or released to the Land by HGP or its consultants.

(m) make good any material damage to the Land caused by it or its consultants as soon as reasonably practicable to the reasonable satisfaction of the Landowner.

**Binding effect of this agreement**

This agreement binds the Parties and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect thereof.

**SPECIAL ENTRY CONDITIONS (if any):**

SEE ATTACHED PAGE

SPECIAL - ENTRY CONDITIONS (FROM PAGE 30&4)

Special Entry Conditions (from page 3 of 4)

Farm Biosecurity

1. Measures to reduce the risk of introducing an infectious disease, pest or weed onto the property.
2. Measures to reduce the risk of spreading an infectious disease, pest or weed within a property.

All people, vehicles and equipment must have been cleaned / cleared of any and all accumulated dirt / mud and animal faeces from previous visits on rural properties before entering this property.

Page 2 of 4

Purpose of licence / authorised activities

1. Supply a copy (hard and electronically) of the survey on completion showing distances from boundaries to the owner occupier.
2. No test pits, augering and / or incidental activities to be done without consultation and consent from the owner / occupier.

General conditions of access

1. No access will be granted without the owner / occupier present for the duration of the access required.
2. (a) Five (5) business days notice of intention to access the land

Date

[Redacted]

Signature (owner / occupier)

[Redacted]

Name

[Redacted]

Date

\_\_\_\_\_

Signature (HGP properly authorized signatory)

\_\_\_\_\_

Name

\_\_\_\_\_

**Executed** as an agreement on the [redacted] day of [insert year]

**SIGNED SEALED AND DELIVERED** for and on behalf of **LANDOWNER** by its properly authorised signatory: [redacted]

Signature

Name of Signatory

**SIGNED SEALED AND DELIVERED** for and on behalf of **HGP** by its properly authorised signatory:

Signature

Name of Signatory



Hunter Gas Pipeline Pty Ltd  
ABN 40108119544  
P.O. Box 5523  
West Chatswood NSW 1515  
[www.huntergaspipeline.com.au](http://www.huntergaspipeline.com.au)  
1300 GASLINE (1300 427 546)

**LAND SURVEY ENTRY AGREEMENT**

**Hunter Gas Pipeline Pty Ltd**

Ref No KP [REDACTED]

*Information obtained is for the purposes of the above project and may be provided to other HGP personnel, its clients and contractors, prospective contractors and government agencies, only where necessary, or required by law, in accordance with the Privacy Act (Cth).*

**BETWEEN** **Hunter Gas Pipeline Pty Ltd**

**Address:** PO Box 5523, Chatswood NSW 1515

**Phone:** 1300 427 546 **Email:** [barbara@huntergaspipeline.com.au](mailto:barbara@huntergaspipeline.com.au)

**AND**

(the "landowner")

*Of (address)*

*Contact Name:*

*& phone*

**AND**

(the "occupier" (if different to landowner))

*Of (address)*

*Contact Name:*

*& phone*

**LAND**

**DESCRIPTION Lot and Plan No:**

## **PURPOSE OF THE LICENCE / AUTHORISED ACTIVITIES**

HGP is investigating the feasibility of locating the Hunter Gas Pipeline (the "Project") on the Land. The purpose of this access agreement is to allow access to the Land so that HGP can survey the Land and investigate its suitability for the Project location. These surveys may include the placement of pegs and markers on the Land on the understanding that they will be removed if necessary for safety reasons or for your necessary activities. This survey may also include geotechnical, environmental, and cultural heritage investigations which may involve minor test pits or augering or other incidental activities (collectively, the "Access Purposes").

## **AGREEMENTS**

The Landholder/Occupier agrees to allow HGP and its authorised consultants to enter the Land at their risk, at any time during the Period of Access and with such vehicles and equipment as may be reasonably required.

Entry on the Land by HGP and its authorised consultants must only be for the purpose of the Access Purposes and will be subject to the General Conditions of Access and any Special Entry Conditions written on this document below unless otherwise consented by the Landowner/Occupier. Authorised consultants of HGP must comply with the General Entry Conditions and any Special Entry Conditions.

The Landowner/Occupier will not be responsible for any injury to persons or damage to property of HGP, its officers and employees or authorised consultants which was caused by the act or omission of HGP or its authorised consultants.

HGP will indemnify the Landowner/Occupier against any loss or damage incurred by the Landowner/Occupier directly arising from the negligent exercise of entry rights under this document by HGP or its authorised consultants (including any damage to improvements or personal injury), except to the extent that the loss or damage was caused, or contributed to, by the act or omission of the Landholder/Occupier or the Landholder/Occupier's employees, agents and permitted invitees.

This document will commence on the date it was executed by all parties and will expire on the earlier of (i) HGP giving notice that it has completed the Access Purposes; or (ii) **18 months** from the date of this document ("Period of Access").

On signing this agreement, the Landowner and Occupier must identify to HGP one person who is authorised to receive notices or give consents for both the Landowner and Occupier for the purposes of this document.

## **GENERAL CONDITIONS OF ACCESS**

HGP must:

(a) give the Landowner at least <sup>1 week</sup> ~~24 hours~~ notice of its intention to access the Land, including:

(i) a general outline of the activities intended to be carried out on the Land and the approximate number of persons and vehicles accessing the Land.

(ii) a general description of the areas of the Land that are intended to be accessed and whether other areas might be accessed for the Access Purposes; and

(iii) the approximate period during which the Land will be accessed.

(b) comply with all Laws that apply to access to the Land or the Access Purposes.



(c) take reasonable endeavours to minimise damage to vegetation and the creation of erosion hazards when accessing the Land. The Landowner/Occupier acknowledges that some minor damage to vegetation or the Land may occur as part of normal survey activities.

(d) access the Land safely, including:

(i) drive any motor vehicles on the Land safely having regard to the condition of the Land and any risks to people, livestock, and property; and

(ii) taking sufficient supplies for the period of access to the Land.

(e) after entering or exiting through a gate on the Land, leave the gate in the same position, whether closed or open.

(f) not alter or damage fencing except with the owner's consent.

(g) not take firearms or animals onto the Land.

(h) not interfere with livestock or the Landowner or Occupier when accessing the Land.

(i) not light any fires, unless consented to by the Landowner or Occupier.

(j) take responsible precautions to prevent fires or fire hazards.

(k) not cause contamination to the land

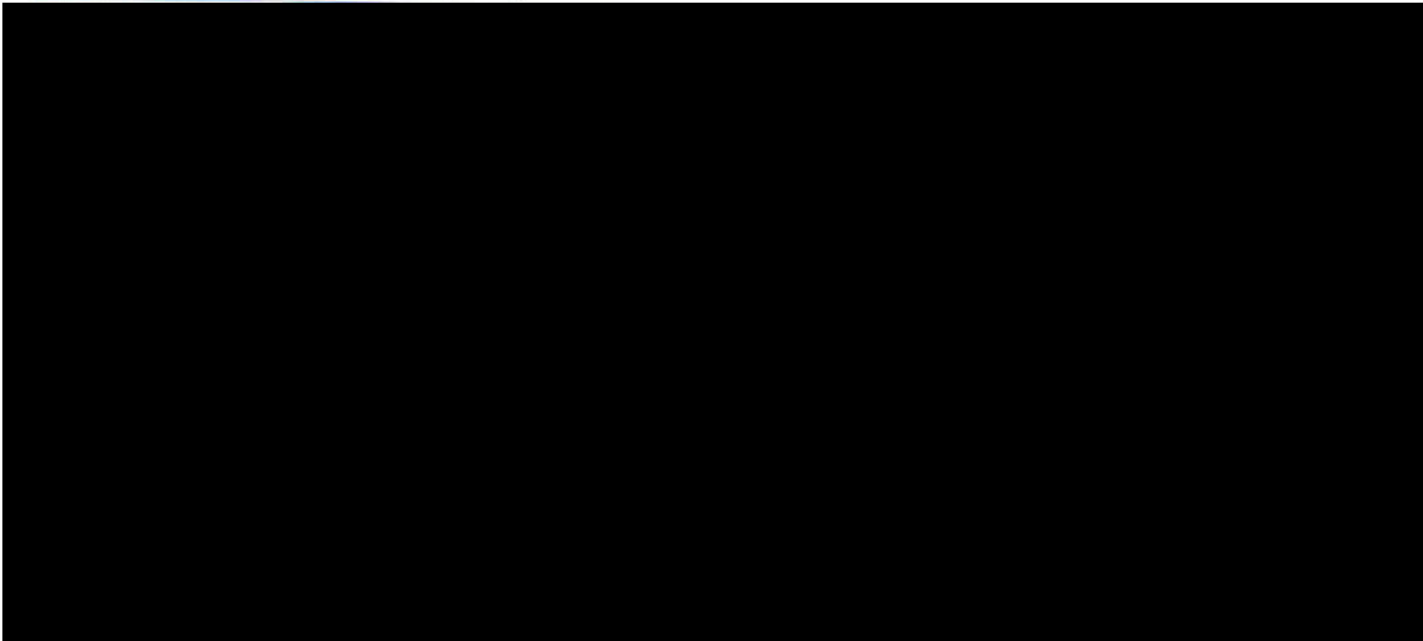
(l) at the end of the period of accessing the Land, remove all rubbish and left-over survey materials placed on or released to the Land by HGP or its consultants.

(m) make good any material damage to the Land caused by it or its consultants as soon as reasonably practicable to the reasonable satisfaction of the Landowner.

**Binding effect of this agreement**

This agreement binds the Parties and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect thereof.

**SPECIAL ENTRY CONDITIONS (if any):**



*Executed as an agreement on the [redacted] day of [insert year] [redacted]*

**SIGNED SEALED AND DELIVERED** for and on behalf of **LANDOWNER** by its properly authorised signatory:

[redacted]  
Signature

[redacted]  
Name of Signatory

**SIGNED SEALED AND DELIVERED** for and on behalf of **HGP** by its properly authorised signatory:

[redacted]  
Signature

[redacted]  
Name of Signatory

Attachment 3a:



## Certificate of Currency

The policy referred to is current as at the date of this certificate and whilst a due date has been indicated it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

**Policy Number:** 10M 8272201

**Insured:** Hunter Gas Pipeline Pty Ltd

**Period of Insurance:** (From) 28 October 2021 at 4:00pm local time at the place of issue  
(To) 28 October 2022 at 4:00pm local time at the place of issue

**Policy Type:** General and Products Liability

**Limit of Liability:**

Public Liability	\$20,000,000	any one Occurrence
Advertising Liability	\$20,000,000	any one Occurrence
Products Liability	\$20,000,000	any one Occurrence and in the aggregate for any one Period of Insurance

**Interest Noted:**

**Remarks:** The above is subject always to the terms, conditions, exclusions and endorsements of the Policy.

Signed for and on behalf of Insurance Australia Limited trading as CGU Insurance.

Tessa Freeman  
Senior Underwriter - Liability, NSW / ACT  
29/10/2021

Attachment 3b:



## GENERAL & PRODUCTS LIABILITY SCHEDULE

<b>Policy Number:</b>	10M 8272201	
<b>Insured:</b>	Hunter Gas Pipeline Pty Ltd	
<b>Business Description:</b>	Investigating the feasibility of pipelines through various land owners property- holding meetings with landowners and stakeholders virtually or physically	
<b>Period of Insurance:</b>	(From) 28 October 2021	at 4:00pm local time at the place of issue
	(To) 28 October 2022	at 4:00pm local time at the place of issue
<b>Limit of Liability:</b>		
Public Liability	\$20,000,000	any one Occurrence
Advertising Liability	\$20,000,000	any one Occurrence
Products Liability	\$20,000,000	any one Occurrence and in the aggregate for any one Period of Insurance
Property in custody or control	\$250,000	any one Occurrence and in the aggregate for any one Period of Insurance
<b>Deductible:</b>	\$1,000	any one Occurrence except:
	\$25,000	each and every Occurrence with respect to injury to contractors, sub-contractors, employees of any contractors or subcontractors, labour hire personnel, worker to worker claims, workers' compensation recovery actions.
		'worker to worker claim' means a claim made by an injured worker (as defined by any relevant workers' compensation legislation or similar scheme) against any Insured other than the injured worker's employer.
<b>Wording:</b>	CGU Austbrokers General and Products Liability Insurance Policy (CID0212 REV5 0918 - CV488 REV5 0918)	
<b>Endorsement(s):</b>	Austbrokers_CGU Cyber Exclusion CGU Construction Exclusion CGU Failure to supply exclusion CGU Underground Services Condition IBNA professional indemnity exclusion - first aid write back only Pandemic Exclusion	
<b>Premium:</b>	As Agreed	

Signed for and on behalf of Insurance Australia Limited trading as CGU Insurance.

*Tessa Freeman*

Tessa Freeman

Senior Underwriter - Liability, NSW / ACT

15/10/2021



Insurance Australia Ltd  
trading as CGU Insurance  
ABN 11 000 016 722  
AFSL 227681

# ENDORSEMENT SCHEDULE

## Cyber Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, **We** shall not be liable in respect of:
  - 1.1. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**; or
  - 1.2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss, or theft of any **Data**, including any amount pertaining to the value of such **Data**; resulting from or arising out of a **Cyber Incident** or a **Cyber Act**.
2. However, this Exclusion shall not apply in respect of liability arising out of:
  - 2.1. **Personal Injury** other than discrimination, invasion of privacy, infringement of intellectual property rights, breach of confidentiality, libel, slander defamation or other reputational injury; or
  - 2.2. **Property Damage**, which does not include **Data** for the purposes of this exclusion; or
  - 2.3. **Advertising Liability** other than invasion of privacy, libel, slander or defamation.  
  
resulting from or arising out of a **Cyber Incident** or a **Cyber Act**.

For the purpose of this exclusion only, the following definitions apply:

**Computer System** means any computer, hardware, software, communications system (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**Cyber Act** means an illegal, malicious, or criminal act or series of related illegal, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident** means

- any error in creating, amending, entering, deleting, or using **Data**; or
- any partial or total unavailability of, or failure to access or process **Data**

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in electronic or digital form to be used, accessed, processed, transmitted or stored by a **Computer System**.



## Total Construction Exclusion

This Policy does not cover liability arising out of or in any way connected with Personal Injury and/or Property Damage and/or Advertising Injury from any demolition, underpinning, removal of support, dewatering, alteration, renovation, construction, erection of and/or addition to any building, structure, plant or equipment by or on behalf the Insured.

## Failure to Supply Exclusion

This Policy does not cover any liability arising out of or in any way connected with any variation in supply, failure to supply, or inability to adequately supply gas, electricity, water, power, telecommunication services, or other public utility including any consequential loss arising from such variation in supply, failure to supply, or inability to adequately supply gas or other public utility.

## Underground Services Condition

This Policy does not cover liability arising out of or in any way connected with Property Damage to any underground services (including but not limited to water, gas, sewerage, sewage, fuel pipes, electric and telephone cables or any underground property or structure for the purpose of storing, conveying transporting, transmitting, transporting, delivering of electricity, water, gas fuel, telecommunications media, signals, radio and other waves);

This exclusion shall not apply to Property Damage to underground services or their supports and fittings if the appropriate authority has been contacted concerning the existence and location of such services and fittings and a plan detailing the location of such services and fittings has been obtained from the relevant authority prior to commencement of the necessary work or such work is carried out under the supervision of such authority.

Exclusion **5.14 Professional liability** is deleted and replaced with the following:

### 5.14 Professional liability

The rendering of or failure to render professional advice or service by You, but this exclusion does not apply to:

- a) the rendering of or the failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises

## Pandemic/Epidemic Exclusion

Notwithstanding any provision to the contrary within this Policy, it is declared and agreed that this Policy does not cover any loss, destruction, damage, liability, cost, expense or any other amounts (whether actual or alleged), directly or indirectly caused by, or contributed to by, or in consequence of, or in any way connected with any:

- disease determined to be a Listed Human Disease or in respect of which a Human Biosecurity Emergency is declared under the *Biosecurity Act 2015* (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
- outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organization or any Australian government or Australian government agency; or
- disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).



## IMPORTANT INFORMATION

### About CGU

Insurance Australia Limited trading as CGU Insurance is the underwriter of this insurance policy. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services License Number is 227681. In this Policy Insurance Australia Limited trading as CGU Insurance is called "We," "Us," or "Our."

### Intermediary remuneration

CGU pays remuneration to insurance intermediaries when We issue, renew or vary a policy the intermediary has arranged or referred to Us.

The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary, You should ask Your intermediary.

### Section 40 Insurance Contracts Act 1984 (Cth)

The following applies only to this Policy where there is a claims made endorsement attached to the Policy and where the endorsement is written on a 'claims made and notified basis'. This Policy does not provide any cover for Claims made before the Period of Insurance or after the expiry of this Policy. However, under section 40(3) of the Insurance Contracts Act 1984 (Cth) (ICA) We are not relieved of liability by reason only that the Claim was made after the expiration of the insurance if:

- a) You give Us notice in writing before the Policy expires of facts which might give rise to a Claim against You; and
- b) that notice is given to You as soon as reasonably practical after You became aware of those facts.

The above explanation of the operation of Section 40(3) does not form part of this Policy wording or endorsement.

Your 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, 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 renew, 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 something

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.

### General Insurance Code of Practice

We 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.

The objectives of the Code are:

- to commit Us to high standards of service
- to promote better, more informed relations between Us and You
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- to promote continuous improvement of the general insurance industry through education and training.

## **Our commitment to you**

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code.

## **Our service commitment**

We are proud of Our service standards and support the General Insurance Code of Practice. In an unlikely event that You are not satisfied with the way in which We have dealt with You, as part of Our commitment to customer service, We have an internal dispute resolution process in place to deal with any complaint You may have.

Please contact Your nearest CGU Insurance office if You have a complaint, including if You are not satisfied with any of the following:

- one of Our products
- Our service
- the service of Our authorised representatives, loss adjusters or investigators; or
- Our decision on Your claim.

Our staff will help You in any way they can. If they are unable to satisfy Your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to Our internal dispute resolution department. Further information about Our complaint and dispute resolution procedure is available by contacting Us.

## **How CGU protects your privacy**

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

We will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact Us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and We will send You a copy. We recommend that You obtain a copy of this Policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this Policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law, and how We will deal with Your complaint.

## **Interest on unallocated premium**

If We are unable to issue Your insurance when We receive Your application, We are required to hold your premium in a trust account on Your behalf until Your insurance can be issued. We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.

Attachment 3c:

# GENERAL & PRODUCTS LIABILITY

Insurance Policy



## **About Austbrokers**

This policy is distributed by insurance brokers who are licensed Partners of AUB Group Limited ABN 60 000 000 715.

The Austbrokers Network was established in 1985 to give individual insurance brokers the opportunity to enjoy the benefits of a larger group, yet still maintain that all important feel of independence. With a total turnover of over \$2.5Bn in general insurance premiums the Austbrokers Network ranks within the top general insurance broking groups in Australia.\*

AUB Group Limited ("Austbrokers") has entered into an arrangement with CGU Insurance to develop financial products and services that are distributed by Austbrokers members.

For further information about Austbrokers Network please visit [www.aubgroup.com.au](http://www.aubgroup.com.au)

\* Current as at 31 December 2014.

## **Important information about Austbrokers' advice**

Any advice Austbrokers gives about this Policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Austbrokers advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this Policy we recommend you should read this Policy.

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# About This Booklet

This booklet contains two separate parts: General Information and the Policy Terms and Conditions.

## General information

This part of the booklet contains information You need to know before You take out a Policy. Please read it carefully before taking out this insurance.

## Policy terms and conditions

The Policy part of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It forms part of Your legal contract with Us.

If We issue You with an insurance Policy, You will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to Your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule We send to You form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further information about this product, please contact Your intermediary.

**To assist You to locate specific items in this Policy, a Table of contents is provided on the following page.**

# General Information

The information contained in this part is general information only and does not form part of Your contract with Us. The Policy Terms and Conditions in the rest of this booklet contain details of Your contract.

## Who is the insurer

Insurance Australia Limited trading as CGU Insurance is the Insurer. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services Licence Number is 227681. In this Policy, the Insurer is also referred to as 'We', 'Our' or 'Us'.

## How to contact us

You may contact Us by any of the following ways:

- In person at any CGU Insurance office
- By telephone on 13 15 32
- By writing to Us at CGU Insurance, GPO Box 9902 in Your capital city
- By email on Our website [www.cgu.com.au](http://www.cgu.com.au)

## How to apply for insurance

Complete Our application form. If We accept Your application for insurance, You will receive a Policy Schedule that sets out the details of the insurance You have taken out.

## How to make a claim

When something happens that You believe You can claim for, please contact Us or Your intermediary. Details about making a claim are shown in the Policy under '9. Claims'.

## How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

## Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

## The General Insurance Code of Practice

We have adopted and support the Code and are committed to complying with it.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to promote better, more informed relations between insurers and their customers;
- to improve consumer confidence in the general insurance industry;
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

Please contact Us if You would like more information about the Code.

## Claims made and notified basis of coverage

Optional Additional Benefit 7.1 – ‘Errors or Omissions Coverage in Connection with Your Products’ is issued on a ‘claims made and notified’ basis. This means that coverage under this Optional Additional Benefit only responds to:

- a) claims first made against You during the Period of Insurance and notified to Us during the Period of Insurance, provided that You were not aware at any time prior to the Policy inception of circumstances which would have put a reasonable person in Your position of notice that a claim may be made against You; and
- b) written notification of facts pursuant to section 40 (3) of the Insurance Contracts Act 1984. The facts that You may decide to notify, are those which might give rise to a claim against You. Such notification must be given as soon as reasonably practicable after You have become aware of the facts and prior to the Policy period expiring. If You have given written notification of the facts the Policy will respond even though a claim arising from those facts is made against You after the Policy has expired. For Your information section 40 (3) is set out below:

‘Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract.’

When the Period of Insurance expires, no new notification of facts can be made on the expired Policy even though the event giving rise to the claim against You may have occurred during the Period of Insurance.

## How to resolve a complaint or dispute

CGU Insurance is proud of its service standards and supports the General Insurance Code of Practice. In an unlikely event that You are not satisfied with the way in which We have dealt with You, as part of Our commitment to customer service, We have an internal dispute resolution process in place to deal with any complaint You may have.

Please contact Your nearest CGU Insurance office if You have a complaint, including if You are not satisfied with any of the following:

- one of Our products;
- Our service;
- the service of Our authorised representatives, loss adjusters or investigators; or
- Our decision on Your claim.

Our staff will help You in any way they can. If they are unable to satisfy Your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to Our Internal Dispute Resolution Department.

## Your duty of disclosure

### What you need to tell us

You must tell Us everything that You know, or should know, could affect Our decision to insure You and/or the terms on which We insure You. You must do this when You apply for a Policy, when You renew Your Policy and when You change or reinstate Your Policy. When We ask You specific questions, You must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the Policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984.

### What you do not need to tell us

You do not need to tell Us anything that:

- reduces Our risk.
- is of common knowledge.
- We know, or as an insurer should already know.
- We tell You that We do not want to know.

### What will happen if you do not tell us

If You withhold relevant information or You do not answer Our questions in the way We have described, We can reduce the amount We pay for Your claim, or We can cancel Your Policy. If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your Policy as if it never existed.

## Intermediary remuneration

CGU Insurance pays remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary You should ask Your intermediary.

## Your policy

Your Liability Policy consists of the Policy terms and conditions in this booklet and the Policy Schedule We give You. Please read Your Policy carefully, and satisfy yourself that it provides the cover You require.

If You want more information about any part of Your Policy, please ask Us, or Your intermediary. You should keep Your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

# Policy Terms And Conditions

## Insurer

The Policy is underwritten by Insurance Australia Limited trading as CGU Insurance. ABN 11 000 016 722, AFS Licensee No. 227681.

## Our agreement with you

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy, occurring during the Period of Insurance shown on Your Policy Schedule or any renewal period.

Words importing persons shall include corporations and other legal entities. The singular includes references to the plural and vice versa. Headings, wherever appearing in this Policy, have been included for ease of reference and shall not be used for interpretation purposes.

You (being the insured party named first in the Policy Schedule) having submitted a Proposal containing particulars for the purpose of obtaining this insurance and having paid or agreed to pay the premium specified in the Policy Schedule, We agree, subject to the terms, provisions, limitations, exclusions, and conditions contained in or endorsed on or otherwise expressed in the Policy, to provide insurance in the manner and to the extent hereinafter provided.

The amount of any Deductible that applies to Your Policy will be shown on Your Policy Schedule.

The exclusions in the section(s) headed 'When You are not covered' and conditions in the section headed 'General Conditions' apply to all sections of this Policy.

## Other party's interests

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Policy Schedule.

## Acceptance of the risk

This insurance will not be in force until the risk has been accepted by Us. We reserve the right to decline any risk.

## Preventing our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability except where We agree otherwise under exclusion 5.4 (Contractual Liability), including definition 4.12 (Incidental Contracts), or general condition 8.18 (Subrogation Waiver) or in writing.

## Goods and Services Tax

Where We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit the Insured is, or will be, or would have been entitled to under A New System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

Where We make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of payment by the amount of any input tax credit that the Insured would have been entitled to under A New tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## 1. What you are insured against

### 1.1 Liability

We will cover You for Your legal liability to pay all sums by way of compensation, and all charges, expenses and legal costs recoverable from or awarded against You in respect of:

- a) Personal Injury
- b) Property Damage
- c) Advertising Liability

happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with Your Business and Your Products.

## 12 Additional payments

If We agree to cover You We will:

- a) defend in Your name and on Your behalf any claim or legal action against You seeking damages for Personal Injury, Property Damage or Advertising Liability even if the action is groundless, false or fraudulent, and We will investigate, negotiate and settle any claim or legal action as We see fit;
- b) pay all legal costs and expenses incurred by Us and all interest accruing after entry of judgement until We have paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability;
- c) reimburse You for all reasonable expenses including loss of salaries and wages incurred by You with Our consent, which shall not be unreasonably withheld, in connection with the defence of a claim or legal action;
- d) pay all legal costs incurred by You with Our consent for any solicitor, defence counsel or the equivalent thereof for representation at any inquest, fatal inquiry or criminal proceedings relating to an Occurrence which may give rise to a claim for compensation under this Policy;
- e) pay premiums on:
  - i) bonds to release attachments for amounts not exceeding the applicable Limit of Liability of this Policy but We shall have no obligation to apply for or furnish any such bond;
  - ii) appeal bonds and/or security for costs required in any suit but We shall have no obligation to apply for or furnish any such bonds and/or security for costs;
- f) pay reasonable expenses incurred by You for first aid to others at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973);
- g) pay all costs incurred by You for temporary repairs, shoring up or protection of property of others that has been damaged as a result of an Occurrence which may be the subject of indemnity under this Policy.

We will do this, provided that:

- h) We will not be obliged to pay any claim or judgment or to defend any claim or legal action after the Limit of Liability has been exhausted by payment of judgments or settlements;
- i) if a payment exceeding the Limit of Liability has to be made to dispose of a claim, Our liability to pay any costs, expenses and interest under Clauses 1.2 a. to 1.2 g. in 'Additional payments' above will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim.

Any amount We pay as an Additional payment, other than payments in settlement of all claims, suits and all costs awarded against You, is payable by Us in addition to the Limit of Liability set out in the Policy Schedule except as stated in exclusion 5.18 'Territorial Limits'.

## 2. What we will pay

### 21 Limit of liability

Subject to Clauses 1.2 & 2.2:

- a) Our maximum liability in respect of any claim or any series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of one event will not exceed the Limit of Liability shown on Your Policy Schedule.
- b) Our total aggregate liability during any one Period of Insurance for all claims arising out of Your Products will not exceed the Limit of Liability shown on Your Policy Schedule.

The applicable Limit of Liability will not be reduced by the amount of any Deductible paid by You.

### 22 Claims preparation expenses

In addition to the Limits of Liability shown in Clause 2.1, We will also pay up to \$25,000 for reasonable professional fees and other expenses incurred by You in the preparation of Your claim following an Occurrence covered by this Policy.

The cover under this additional benefit operates in addition to and shall not in any way affect the cover provided under Clause 1.2 of this Policy.

## 3. What you must pay if you make a claim

### 31 Deductible

For claims You make on this Policy, You will have to pay the Deductible which is shown on Your Policy Schedule. If more than one Deductible is payable under this Policy for any claim or series of claims arising from the one Occurrence You must pay the highest Deductible, but You pay only one Deductible.

## 4. Definitions

Some key words and terms used in this Policy have a special meaning. Wherever the following words or terms are used in the Policy, they mean what is set out below:

41 **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 of 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 de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or

- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

**42 Advertising Liability or Advertisement** means liability arising out of one or more of the following in advertising Your Products or services:

- a) defamation
- b) infringement of copyright, title or slogan;
- c) unfair competition, misappropriation of advertising ideas or style of doing Business;
- d) any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Commonwealth) or any Fair Trading or similar legislation of any Country, State or Territory; or
- e) invasion of privacy;

committed or alleged to have been committed in any Advertisement and arising out of any advertising activities conducted by You or on Your behalf, in the course of carrying out Your Business.

For the purposes of this Definition, Advertisement means any manner of communication given to the public including by way of any form of print media, publication, telecommunication, radio or television broadcast, electronic mail, internet, world wide web or exhibit

**4.3 Aircraft** means any vessel, craft or thing made or intended to fly or move through the atmosphere or space other than model aircraft or unmanned inflatable balloons used for advertising or promotional purposes.

**4.4 Business** means the business described in the Policy Schedule including:

- a) ownership or occupation of premises and the repair or maintenance of property owned or for which such responsibilities exist, the installation and maintenance of plant and equipment and all other activities incidental to the conduct of Your occupation or trade;
- b) any prior operations or activities which have ceased or have been disposed of but for which You may retain legal liability;
- c) participation in exhibitions;
- d) construction, erection, demolition, alteration or addition, not exceeding in cost the sum of \$500,000, of or to buildings owned by You;
- e) the provision and management of canteens, social, sports and welfare organisations primarily for the benefit of Your Employees, first aid, fire and ambulance services;
- f) private work undertaken by any Employee of Yours, for any of Your directors or senior executives;
- g) hire or loan of plant, equipment or goods to other parties;
- h) conducted tours of Your Premises; and

- i) the erection, use and/or maintenance by You or on Your behalf of advertising and directional signs, their frames, supports and appurtenances.

**4.5 Deductible** means the amount You first bear in relation to each Occurrence. The deductible applies to all amounts payable under this Policy including the indemnity provided under Clause 1.2 'Additional payments'.

**4.6 Electronic Data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded Instructions for such equipment.

**4.7 Employee** means any person engaged under a contract of service or apprenticeship with You, but does not include any person employed under such contract who is excluded from the definition of 'worker' under any workers' compensation legislation while working for You in connection with the Business.

**4.8 Employment Practices** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to or in respect of employment or prospective employment of any person or persons by You.

**4.9 Endorsement** means any document so designated and issued to You, that amends the Policy wording or any details specified in the Policy Schedule.

**4.10 Hovercraft** means any vessel, craft or thing made or intended to float on water and travel over water or land supported on a cushion of air.

**4.11 Incidental Contracts** means:

- a) any written rental agreement and/or lease of real and/or personal property other than with respect to any term or condition contained in such rental lease and/or hiring agreement that requires You to insure such property;
- b) any written contract with any public or private supplier of water, gas, electricity, fuel, sewerage or waste removal services, telephone and communication services, or other essential services, except contracts with such suppliers for the performance of work by You; and
- c) any written contract with any railway authority, railway company, or other independent carrier for the loading unloading and/or transport of Your Products, including contracts relating to the operation of railway sidings.

**4.12 Limit of Liability** means the applicable Limit of Liability specified in the Policy Schedule.

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

**4.14 North America** means:

- a) the United States of America and Canada;
- b) any state or territory incorporated in or administered by, the United States of America or Canada;
- c) any other country or territory subject to the laws of the United States of America or Canada.

**4.15 Occurrence** means an event which results in Personal Injury, Property Damage or Advertising Liability, neither expected nor intended from Your standpoint.

All Personal Injury or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.

All Advertising Liability arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one Occurrence.

**4.16 Period of Insurance** means the period shown in the Policy Schedule or any renewal period, during which the insurance by this Policy is in force.

**4.17 Personal Injury** means:

- a) bodily injury (and this expression includes death, disease and illness), disability, shock, fright, mental anguish, mental injury or loss of consortium;
- b) false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation;
- c) discrimination whether because of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) but only with respect to liability other than fines and penalties imposed by law;
- d) wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;
- e) defamation arising out of the publication or utterance of defamatory or disparaging material; and
- f) assault and battery not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.

Personal Injury, if relating to a latent injury, a latent illness, a latent disease or a latent disability, shall be deemed to have happened at the time when such injury, illness, disease or disability was first medically diagnosed.

**4.18 Policy** means this policy wording, Your Proposal, the Policy Schedule and any Endorsements We issue to You which amend this Policy wording or the Policy Schedule.

**4.19 Policy Schedule** means the document so designated that We issue to You, whether for the first Period of Insurance or on any renewal of the contract or variation by way of Endorsement, that specifies the Policy number and other details of the cover provided by this Policy.

**4.20 Pollutants** 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.

**4.21 Property Damage** means:

- a) physical damage to or loss or destruction of tangible property including any resulting loss of use at any time of that property; or
- b) loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence.

**4.22 Proposal** means the signed proposal form and other information supplied by You or on Your behalf when applying for this insurance upon which We relied when agreeing to grant this insurance cover.

**4.23 Subsidiary** means:

- a) any entity which by virtue of any applicable legislation or law is deemed to be Your Subsidiary (where You are a company);
- b) any entity over which You (where You are a company) are in a position to exercise effective direction or control.

**4.24 Territorial Limits** means anywhere in the world subject to exclusion 5.18 (Territorial Limits).

**4.25 Vehicle** means any type of machine on wheels or self laid tracks or on skis, made or intended to be propelled by other than manual or animal power and any trailers or other attachment made or intended to be drawn by any such machine.

**4.26 Watercraft** means any vessel, craft or thing made to or intended to float on or in, or travel on or through, or under water.

**4.27 We, Our, Us** means Insurance Australia Limited trading as CGU Insurance.

**4.28 Worksite** means any premises or site where work is performed by You in connection with the Business and includes any surrounding area or premises used by you to undertake such work.

#### 4.29 You, Your, Yours, Insured means:

- a) the person(s), companies or firms named on the current Policy Schedule as the Insured;
- b) all the Subsidiary companies (including subsidiaries thereof) and/or controlled corporations (including subsidiaries thereof) of the parties shown in definition 4.29 a., now or subsequently constituted, provided their places of incorporation are within Australia or any Territory of Australia;
- c) every past, present or future director, executive officer, Employee, partner, shareholder or voluntary worker of the parties shown in definitions 4.29 a. and 4.29 b. (including the spouse or family member of any such person performing a designated role in connection with the Business) while acting within the scope of their duties in such capacity;
- d) every principal, in respect of that principal's vicarious liability for the acts or omissions of the parties shown in definitions 4.29 a. and 4.29 b. in the performance by them of work for that principal, but subject always to the extent of coverage and the Limit of Liability provided by this Policy;
- e) each partner, joint venturer, co-venturer or joint lessee of the Insured named in the Policy Schedule but only if We agree to insure them and the Insured named in the Policy Schedule agrees to pay the premium We require;
- f) every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with Your consent (other than one of the parties shown in definitions 4.29 c. and 4.29 d. in respect of claims arising from their duties connected with the activities of any such club, organisation or service;
- g) any director or senior executive or partner of the parties shown in definitions 4.29 a. and 4.29 b. in respect of private work undertaken by an Employee of those parties for such director or senior executive;
- h) if a party named in the Policy Schedule as an Insured party is an individual, the personal representative of that individual in the event of the death of that individual, but only in respect of liability incurred by that individual;
- i) any person whilst working for a party any organisation or entity designated in definitions 4.29 a. and 4.29 b., for the purpose of gaining work experience.

However, You/Your does not include the interest of any other person other than as described in this definition.

- 4.30 **Your Product** means anything (after it has ceased to be in Your possession or under Your control), which is or is deemed to have been manufactured, grown, extracted, produced, processed, imported, exported, constructed, assembled, erected, installed, repaired, serviced, renovated, treated, sold, supplied or distributed by You or on Your behalf (including Your predecessors in the Business) including labels, packaging or any container thereof the design, specification or formula of the products and

directions, instructions or advice given or omitted to be given in connection with such products and anything which by law or otherwise You are deemed to have manufactured in the course of the Business including discontinued products.

Provided that for the purpose of this insurance, the term 'Your Product' shall not be deemed to include food and beverages:

- a) sold or supplied by You or on Your behalf from any canteen or vending machine primarily for use by Your Employees; or
- b) served in any dining room or at any function to Employees or guests for consumption at Your premises;

and any claims for compensation against You arising out of any Occurrence shall be deemed to be Public Liability claims to which the Limit of Liability specified in Clause 2.1 a. of the Policy shall apply.

## 5. When you are not covered

The following exclusions will apply to this Policy.

This Policy does not cover liability in respect of:

### 5.1 Advertising liability or advertisement

Claims for Advertising Liability caused by or resulting from:

- a) circumstances where the acts committed or alleged to have been committed prior to the inception date of the Policy;
- b) statements made at Your direction with knowledge that such statements are false;
- c) failure of performance of contract. However this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- d) any incorrect description of Products or services;
- e) any mistake in advertised price of Products or services;
- f) failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
- g) liability incurred by You if Your Business is Advertising, broadcasting, publishing or telecasting.

### 5.2 Aircraft, aircraft products, watercraft and hovercraft

Claims arising out of:

- a) the ownership, maintenance, operation, possession or use by You of any Aircraft;
- b) the ownership, operation or use by You of any Watercraft or Hovercraft exceeding 15 metres in length, while such Watercraft or Hovercraft is on, in or under water.



Provided that exclusion 5.2 b. shall not apply to claims arising out of:

- i) Watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable;
  - ii) Hovercraft owned and operated by others and used by You for Business entertainment;
  - iii) Watercraft owned by others and used by You for Business entertainment;
  - iv) Sailing craft or other non-powered craft exceeding 15 metres in length while in Australian territorial waters
- c) Your Products that are Aircraft or Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery, which to Your knowledge are incorporated in an Aircraft.

### 5.3 Asbestos

Claims directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

### 5.4 Contractual liability

Any liability expressly assumed by You under a contract, warranty or unless such liability would have attached to You notwithstanding such contract, warranty or agreement.

This exclusion does not apply to:

- a) liability under any warranty of goods implied by law or liability assumed by You under a warranty of fitness or quality as regards Your Products;
- b) liabilities assumed by You under Incidental Contracts;
- c) liabilities assumed by You under those written contracts specified in the Policy Schedule.

### 5.5 Defamation

The publication or utterance of defamatory or disparaging material:

- a) made prior to the effective date of this Policy; or
- b) made by You or at Your direction with knowledge of its falsity; or
- c) related to advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

### 5.6 E-commerce

Claims arising out of:

- a) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation or misappropriation or other use of Electronic Data;
- b) error in creating, amending, entering, deleting or using Electronic Data; or
- c) 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.

### 5.7 Employment liability

- a) Personal Injury to any of Your Employees arising out of, or in the course of their employment in Your Business;
- b) Personal Injury to any person who is deemed to be Your Employee pursuant to any legislation relating to workers' compensation;
- c) claims which You are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation, whether or not You are a party to such policy of insurance;
- d) liability imposed by the provisions of any workers' compensation legislation or any industrial award or agreement or determination;
- e) any liability howsoever or whatsoever for claims related to or arising from Employment Practices.

Provided that exclusions 5.7 a., 5.7 b. and 5.7 c. do not apply to the extent that Your legal liability would not be covered under any such policy of insurance or fund set up pursuant to or required by any legislation relating to workers' compensation had You complied with Your obligations pursuant to such law.

### 5.8 Faulty workmanship

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

### 5.9 Fines and penalties

Fines, penalties or liquidated damages.

### 5.10 Loss of use

Loss of use of tangible property which has not been physically injured or lost or destroyed, resulting from:

- a) a delay in or lack of performance by You or on Your behalf of any contract or agreement,
- b) the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You, but this exclusion 5.10 b. does not apply to the loss of use of other tangible property resulting from the sudden, unexpected and unintended physical damage to or loss or destruction of Your Products or work performed by You or on Your behalf after Your Products or work have been put to use by any person or organisation other than You as defined under the definition of 'You', 'Your' or 'Insured'.

### 5.11 Pollution

- a) Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.

- b) Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage.
- c) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.
- d) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants in North America or in any country to which the laws of North America apply.

### 5.12 Product defect

Property Damage to Your Products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

This exclusion 5.12 is restricted to the defective or harmful or unsuitable part of a damaged Product and does not apply to any resultant damage caused to the remainder of the Product.

### 5.13 Product recall

Claims arising out of or resulting from any loss, cost or expense incurred by You for the loss of use, withdrawal, recall, inspection, repair, reconditioning, replacement, adjustment, removal or disposal of Your Products, if Your Products or property are withdrawn from the market or from use by You because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

This exclusion 5.13 does not apply to cover provided under Optional Additional Benefit 7.2 – ‘Product Recall Expense Coverage’, but only where cover for this Optional Additional Benefit has been taken out and is confirmed in the Policy Schedule.

### 5.14 Professional liability

The rendering of or failure to render professional advice or service by You, but this exclusion does not apply to:

- a) the rendering of or the failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- b) Personal Injury or Property Damage arising from the rendering of or failure to render professional advice or service, providing such professional advice or service is not given for a fee;
- c) advice given in respect of the use or storage of Your Products.
- d) cover provided under Optional Additional Benefit 7.1 - ‘Errors or Omissions Coverage in Connection with Your Products’, but only where cover for this Optional Additional Benefit has been taken out and is confirmed in the Policy Schedule.

### 5.15 Property in custody or control

Property Damage to property owned by or leased or rented to You, or property in Your physical or legal control but this exclusion 5.15 does not apply to liability for Property Damage to:

- a) premises or part of premises (including landlord’s fixtures and fittings) which are leased, rented or loaned to You for the purposes of the Business;
- b) premises (or their contents) not owned or leased by You but temporarily occupied by You for the purpose of carrying out work, and other property (including Products previously sold, supplied, delivered, installed or erected by You) temporarily in Your possession for work thereon;
- c) Vehicles (including their contents, spare parts and accessories while they are in or on any such Vehicle) not belonging to or used by You, while the Vehicles are in a car park owned or operated by You, provided You do not operate the car park for reward as a principal part of Your Business;
- d) the property of an Employee of the parties shown in definitions 4.29 a. and 4.29 b.;
- e) other property temporarily in Your physical or legal control provided no indemnity is granted for liability in respect of physical damage to or destruction of that part of any property upon which You are or have been working and Our limit under this exclusion 5.15 e. does not exceed \$250,000 (unless a different amount is stated in the Policy Schedule) for any one Occurrence and in the aggregate for any one Period of Insurance.

### 5.16 Punitive damages

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

### 5.17 Radioactivity

Claims arising directly or indirectly caused by, contributed to or arising from radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This exclusion 5.17 shall not apply to insurances of occupational risks arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

### 5.18 Territorial limits

- a) Claims made or actions instituted within any country, state or territory (outside Australia) that require insurance to be arranged or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance.
- b) Claims made and actions instituted within North America or any other territory coming within the jurisdiction of the courts of North America.
- c) Claims and actions to which the laws of North America apply.

Provided that:

- d) exclusions 5.18 b. and 5.18 c. above do not apply to claims and actions arising from:
  - i) the presence outside Australia of any of Your Employees and/or directors, partners or proprietors who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in North America.
  - ii) Products exported North America without Your knowledge, other than where cover is provided in accordance with Additional Benefit 6.1.

The Limit of Liability in respect of coverage provided under paragraph 5.18 d. is inclusive of all costs, expenses and interest as set out in Clause 1.2 'Additional payments' of this Policy.

### 5.19 Terrorism

Death, injury, illness, loss or damage directly or indirectly caused by, contributed to 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 loss.

This exclusion 5.19 also excludes death, injury, illness, loss or damage directly or indirectly caused by, contributed to 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.

### 5.20 Vehicle

Personal Injury or Property Damage arising out of the ownership, possession, or use by You of any Vehicle:

- a) which is registered or which is required under any legislation to be registered, or
- b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Exclusions 5.20 a. and 5.20 b. above do not apply to claims:

- c) for Personal Injury where:
  - i) that compulsory liability insurance or statutory indemnity does not provide indemnity; and
  - ii) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles;
- d) arising out of and during the loading or unloading of goods to or from any Vehicle;
- e) caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading, unloading, while being operated or used by You or on Your behalf within the confines of Your premises;

f) caused by or arising out of the use of:

- i) any Vehicle whilst being used as a tool; or
  - ii) plant forming part of any Vehicle being used as a tool within the confines of Your premises or at any Worksite; or
- g) for Property Damage arising out of the movement by You or by any Employee(s) of Yours of any Vehicle or trailer not belonging to You which is interfering with access to or from Your premises or any site where You are carrying out work.
- h) for Property Damage caused by or arising out of the movement of any Vehicle (which is required to be conditionally registered in accordance with the law of any State or Territory in Australia) in the event of Your inadvertent and unintentional failure to effect conditional registration.

### 5.21 War

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority.

## 6. Additional benefit

Cover is extended to include the following 'Additional Benefit' subject to the terms, conditions, exclusions and definitions of the Policy, unless otherwise stated below.

### 6.1 Exports to North America

We will cover You for Your legal liability to pay all sums by way of compensation, and all charges, expenses and legal costs recoverable from or awarded against You within North America in respect of Personal Injury, Property Damage and/or Advertising Liability happening during the Period of Insurance and caused by an Occurrence in connection with Your Products knowingly exported to North America.

Provided that:

- a) the value of Your Products knowingly exported does not exceed \$1,000,000 in the Period of Insurance in which the Personal Injury, Property Damage and/or Advertising Liability happens;
- b) cover is not provided for any claim for compensation if in North America You have:
  - i) any assets other than Your Products;
  - ii) a related or Subsidiary company;
  - iii) any person or entity with power of attorney; and/or
  - iv) Any franchisor or franchisee.
- c) the cover We provide does not extend to include contract work or services performed by You, Your Employees or agents within North America;
- d) Exclusion 5.11 d) and General Condition 8.10 of the Policy are unchanged and apply to this Additional Benefit; and

- e) claims under this Additional Benefit are subject to the Deductible specified in the Policy Schedule for each Occurrence.

## 7. Optional additional benefits

Cover is provided for the following 'Optional Additional Benefits' when the number and title of the Optional Additional Benefit is confirmed in the Schedule. The coverage afforded is subject to the terms, conditions, exclusions and definitions of the Policy, unless otherwise stated below.

### 7.1 Errors or omissions coverage in connection with your products

We will cover You for legal liability to pay all sums which you become legally liable to pay as compensation in respect of financial loss solely and directly attributable to any negligent act, error or omission committed or alleged to have been committed by You or on Your behalf in connection with Your Products.

Coverage under this Optional Additional Benefit is subject to:

- a) such act, error or omission occurring after the inception date of this Policy; and
- b) such act, error or omission occurring within the Territorial Limits; and
- c) a demand for Compensation being first made against You and notified to Us during the Period of Insurance; and
- d) Our maximum liability in respect of this Optional Additional Benefit for all claims payable during the Period of Insurance not exceeding \$500,000.

### 7.2 Product recall expense coverage

We will pay to You any Product Recall Expense necessary because the use or consumption of Your Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property due to:

- a) the accidental omission of a substance or the accidental introduction or substitution of a harmful or damaging substance in the manufacture of Your Product; or
- b) any unintentional error or deficiency in the manufacture, design, blending, mixing, compounding or labelling of Your Product; or
- c) a ruling of a government or other regulatory body requiring You to recall Your Product as a result of any of the matters set out in clauses 7.2 a. or b. above.

Coverage under this Optional Additional Benefit is subject to:

- i) You first discovering during the Period of Insurance that the use or consumption of Your Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property; and

- ii) the bodily injury, death, illness or disability or physical damage to or destruction of tangible property being indemnifiable in respect of liability arising from Your Product; and
- iii) Our maximum liability in respect of this Optional Additional Benefit for all Product Recall Expenses during the Period of Insurance not exceeding \$1,000,000.

### Additional exclusion applicable to this optional additional benefit

We do not cover any liability for Product Recall Expense directly or indirectly caused by or arising from:

- a) any product of the same trade or brand name but which is of a different batch, code or other identification from Your Product for which Product Recall Expense cover has been provided;
- b) inherent deterioration or decomposition of Your Product or its packaging;
- c) loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss;
- d) Your knowledge at the inception of this Policy of any pre-existing condition of Your Product that may result in a claim under this Policy;
- e) mislabelling or non-labelling of Your Product or any container or packaging in relation to a 'use by' or 'best before' date authorised or required by a government agency or other statutory or regulatory authority;
- f) continued use of materials that have been banned or declared unsafe by a government agency or other responsible body; or
- g) Your errors or omissions of which Your Employees, officers or directors knew or ought to have discovered on reasonable enquiry.

### Additional definition applicable to this optional additional benefit:

Product Recall Expense means the reasonable and necessary costs and expenses incurred by You in relation to effecting the recall of Your Product for:

- a) communications to customers and the public, including media announcements;
- b) external advice to prepare such communications;
- c) transporting any recalled product to a place designated by You;
- d) the hiring of necessary additional persons to conduct the duties performed by Your regular Employees who are involved in effecting the recall of Your Product, and the hiring of necessary additional storage space;
- e) additional remuneration paid to Employees (other than salaried Employees);
- f) expenses incurred by Employees for transport and accommodation; and
- g) disposing of any recalled product that cannot be reused.

## 8. General conditions

### 8.1 Additions and/or alterations to your buildings

Where additions and/or alterations to Your buildings are being performed by a contractor employed by You, notwithstanding definition 4.4 d., we will cover You for any legal liability to pay compensation, charges, expenses and legal costs recoverable from or awarded against You in respect of third party Personal Injury or Property Damage happening during the contract or maintenance periods that arises out of or in connection with Your Business operations or Your ownership of the land and property at the premises; for which You are not indemnified under a policy of Liability insurance arranged by the contractor for the project. Nothing in this General conditions 8.1 will result in an increase in Our Limit of Liability.

### 8.2 Adjustment of premium

Where the Policy Schedule shows premium for the Policy has wholly or partly been calculated on estimates You must, within 60 days after the expiry of each Period of Insurance, provide to Us such matters, particulars and information relevant to the Policy as We may reasonably require. The premium for the Period of Insurance will then be adjusted and any difference paid by or allowed to You, as the case may be, provided that the adjusted premium will not be less than any minimum premium specified in the Policy Schedule.

You must keep a record of all matters, particulars and information requested by Us and must on reasonable notice allow Us or Our nominee to inspect and make copies of those records.

### 8.3 Breach of condition or warranty

Your rights under this Policy shall not be prejudiced by any unintentional and/or inadvertent:

- a) breach of condition or warranty without Your knowledge or consent; or
- b) error in the name or title of any person(s), corporation and/or other organisation which forms part of the definition of You, Your, Yours, Insured; or
- c) error in name, description or situation of property; or
- d) failure to report any property and/or entity and/or insurable exposure in which You have an interest.

Provided always, that upon discovery of any such fact or circumstance referred to above, Your officer responsible for insurance matters shall give written notice thereof to Us as soon as reasonably practicable thereafter and You shall (if requested) pay such reasonable additional premium that We may require.

## 8.4 Cancelling your policy

### How you may cancel this policy:

- a) You may cancel this Policy at any time by telling Us in writing that You want to cancel it.
- b) Where 'You' involves more than one person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the Insured.

### How we may cancel this policy:

- a) We may cancel this Policy in any of the circumstances permitted by law by informing You in writing.
- b) We will give You this notice in person or send it to Your address last known to Us.

### The premium

We will refund to You the proportion of the premium for the remaining Period of Insurance, provided We shall be entitled to retain the agreed minimum premium. When the premium is subject to adjustment, cancellation will not affect Your obligation to supply to Us such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

### Premium funders

If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and irrevocable power of attorney, a refund of any return premium due on cancellation of this Policy, will be made to the premium funding company but only to the extent of any remaining financial interest in the Policy held by that party.

## 8.5 Changes to information previously advised

- a) You must tell Us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.
- b) You must tell Us immediately in writing of:
  - i) every Occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not You believe any claim amount might fall below the Deductible; and
  - ii) every change that comes to Your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy.

## 8.6 Changing your policy

If You want to make a change to this Policy, the change becomes effective when We agree to it in writing.

## 8.7 Cross liability

Where more than one party comprises the Insured each of the parties will be considered as a separate and distinct unit and the words 'You', 'Your', Yours or 'Insured' will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of them, provided that nothing in this General Condition 8.7 will result in an increase of Our Limit of Liability in respect of any Occurrence or Period of Insurance.

## 8.8 Discharge of liabilities

At any time We can pay to You or on Your behalf, for all claims made against You for any one Occurrence:

- a) the Limit of Liability, after deducting any amounts already paid; or
  - b) any lower sum for which the claim can be settled.
- If We do so:
- c) the conduct of any outstanding claim(s) will become Your responsibility; and
  - d) We will not be liable to pay any further amounts other than costs, charges, or expenses that We agreed to pay before We made the payment referred to above.

## 8.9 Inspection of property

- a) We will be permitted but not obligated to inspect Your property and operations at any reasonable time.
- b) Neither Our right to inspect nor Our failure to inspect nor the making of any inspection nor any report of an inspection may be used by You or others in any action or proceeding involving Us.
- c) We may examine and audit Your books and records at any time during the Period of Insurance and within one year thereafter but that examination and audit will be restricted to matters which in Our opinion are relevant to the Policy.

## 8.10 Jurisdiction

All disputes arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia.

## 8.11 Non-imputation

Where this insurance is arranged in the joint names of more than one Insured, as described in definition 4.29 a., it is hereby agreed that:

- a) each Insured shall be covered as if it made its own proposal for this insurance;
- b) any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured; and
- c) any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

## 8.12 Notices

Any notice We give You will be in writing, and it will be effective:

- a) if it is delivered to You personally; or
- b) if it is delivered or posted to Your address last known to Us.

It is important for You to tell Us of any change of address as soon as possible.

## 8.13 Observance of terms and conditions

Any failure by any of You to observe obligations of disclosure, good faith and/or compliance with the terms and conditions of the Policy shall not prejudice the rights of any other of You under the Policy.

## 8.14 Other interests

You cannot transfer any interests in this Policy without Our written consent.

Any person whose interests You have told Us about and whom We have noted on Your Policy Schedule is bound by the terms of this Policy.

## 8.15 Payment of the premium

You must pay Your premium by the due date.

## 8.16 Reasonable care

You must:

- a) exercise reasonable care that only competent Employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
- b) take all reasonable precautions to prevent Personal Injury and Property Damage, to prevent the manufacture, sale or supply of defective products, and to comply with and to ensure that Your Employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
  - i) safety of persons or property;
  - ii) disposal of waste products; and
  - iii) handling, storage or use of flammable liquids or substances, gases or toxic chemicals; and
- c) at Your own expense 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, including (but not limited to) any of Your Products subject to governmental or statutory ban.

## 8.17 Sanctions regulation

Notwithstanding any other terms or conditions under this Policy, we shall not be deemed to provide coverage or will not make payments or provide any service or benefit to any Insured or any other party to the extent that such cover, payment service, benefit and/or any business activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

## 8.18 Subrogation waiver

We hereby agree to waive all Our rights of subrogation under this Policy against:

- a) each of the parties described under the definition of You, Your, Yours, Insured; and
- b) any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this Policy.

Where such corporation, organisation or person is protected from liability insured against hereunder by any other policy of indemnity or insurance, Our right of subrogation is not waived to the extent and up to the amount of such other policy.

documents or assistance We require. This may include giving evidence in any legal proceedings.

Any amount recovered by Us from a third party shall be applied in the following order of priority:

- a) first to the uninsured proportion of the loss;
- b) second to reimburse Us to the extent of Our actual payment in respect of the claim; and
- c) third, to reimburse You for any Deductible borne by You.

The expenses of such recovery proceedings shall be apportioned between You and Us proportionately in accordance with the apportionment formula set out above. If there is no such recovery by Us, the expenses shall be borne by Us.

## 9. Claims

### 9.1 What you must do

If an event happens which may give rise to a claim under this Policy You must:

- a) tell Us or Your intermediary as soon as possible. You will be provided with advice on the procedure to follow;
- b) supply Us with all information We require to settle the claim;
- c) send Us the details of any verbal or written claims made upon You without delay for Our attention;
- d) take all reasonable precautions to prevent further loss or damage;
- e) not negotiate, admit, repudiate or pay any claim by any person;
- f) co-operate with Us fully in any action We take if We have a right to recover any money payable under this Policy from any other person.

If in doubt at any time, contact Us or Your intermediary for advice Your failure to notify Us promptly of personal injuries or damage to the property of others could affect the amount of Your claim.

### 9.2 What you must not do

You must not:

- a) admit liability if an incident occurs which is likely to result in someone claiming against You; or
- b) make any admission of guilt or promise or offer of payment in connection with any such claim, unless We first agree in writing. This applies to You or any other person making a claim under this Policy.

### 9.3 What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If We do this We will do it in Your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving Us any statements,

### 9.4 What can affect a claim

We will reduce the amount of a claim by the Deductible shown in the Policy Terms and Conditions or on the Policy Schedule. We may refuse to pay a claim or reduce the amount We pay if You are in breach of Your duty of disclosure or any of the conditions of this Policy, including any Endorsements noted on or attached to the Policy Schedule. We may be entitled to refuse to pay a claim or to reduce the amount of a claim if:

- a) it is in any way fraudulent; or
- b) any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under this Policy.

If any liability insured under this Policy arises from a contract or agreement between You and a third party and if the contract or agreement provides for the appointment of an arbitrator, We will be entitled to exercise all of Your rights in the choice of arbitrator and in the conduct of any arbitration proceedings.

An Insured's insolvency or bankruptcy or the insolvency or bankruptcy of an Insured's estate will not relieve Us of any of Our obligations under this Policy.





## CONTACT DETAILS

Enquiries 13 24 81  
Claims 13 24 80

### Mailing address

GPO Box 9902 in your capital city

Sydney  
GPO Box 244  
Sydney NSW 2001

Perth  
46 Colin Street  
West Perth WA 6005

Melbourne  
181 William Street  
Melbourne VIC 3000

Adelaide  
80 Flinders Street  
Adelaide SA 5000

Brisbane  
189 Grey Street  
South Bank QLD 4101

[CGU.COM.AU](http://CGU.COM.AU)

Your insurance adviser is



## Attachment 4

Santos Ltd  
ABN 80 007 550 923  
Santos Centre  
60 Flinders Street  
Adelaide South Australia 5000  
  
GPO Box 2455  
Adelaide South Australia 5001  
Telephone: +61 8 8116 5000  
www.santos.com



01 July 2022

Andrew Lewis  
Acting Deputy Secretary, Energy Climate Change and Sustainability  
Office of Energy and Climate Change  
12 Darcy Street,  
Parramatta, NSW, 2150

COMMERCIAL IN CONFIDENCE – HGP Authority to Survey

Dear Andrew,

Santos provides natural gas to homes and businesses across Australia and Asia. For more than 65 years, Santos has been working in partnership with local communities, providing Australian jobs and business opportunities, safely and sustainably developing Australia's natural gas resources, and powering Australian industries and households.

In New South Wales, Santos has received both State and Federal government approvals to develop natural gas reserves in the Narrabri area in the northwest of the state and is committed to developing the project safely and sustainably, and as early as possible to provide improved energy security for the state and the National Electricity Market.

Santos' Narrabri Gas Project could supply up to 150 terajoules of natural gas per day, which is sufficient gas to meet up to half of NSW' natural gas demand, with all of the gas produced from the Narrabri Gas Project having been committed by Santos to the domestic market.

The NSW Government's Future of Gas Statement set out a balanced approach for the future of gas exploration, production and supply in NSW. It considers the need for secure, reliable and affordable gas supply to support economic development and job creation, and the need for certainty for local communities around future land use. The statement highlights and acknowledges the critical role the Narrabri Gas Project will play in NSW' energy security.

Santos is trying to support the domestic market and will continue to work with our customers in NSW to deliver the Narrabri Gas Project in the shortest time possible. A pipeline to domestic markets is required prior to commencement of production and Santos has assessed the Hunter Gas Pipeline Pty Ltd, which already has Independent Planning Commission consent for a pipeline corridor from Wallumbilla in Queensland to Newcastle in NSW, as the best route to transport gas to the domestic market. Therefore, Santos has agreed to commercial terms for the acquisition of Hunter Gas Pipeline Pty Ltd from the current owners. Contract execution is expected in early July for Hunter Gas Pipeline Pty Ltd to become a wholly owned subsidiary of Santos Ltd.

In support of the Authority to Survey (ATS) application submitted by Hunter Gas Pipeline Pty Ltd (HGP), and associated correspondence from you dated 27 June 2022, requesting additional and/or updated information, Santos responds on behalf of Hunter Gas Pipeline Pty Ltd as follows:

- *Information on the qualifications/experience/background of companies/contractors/staff expected to undertake survey works.*

Santos has safely and sustainably discovered, developed and delivered natural gas to the people of Australia and Asia for over 65 years.

With origins in the Cooper Basin, Santos has one of the largest exploration and production acreages in Australia, extensive infrastructure and currently employs in excess of 6,000 people across Australia.

In relation to delivering pipeline projects across Australia, Santos' has extensive experience with the following projects representing just a few of the projects previously delivered or currently in progress:

- Santos 430km 42" GLNG Gas Transmission Pipeline from Roma to Gladstone in Queensland
- Santos 659km 14" Moomba–Port Bonython Pipeline in South Australia
- Santos 280km 26" Barossa Gas Export Pipeline (offshore the Northern Territory) currently under construction

Santos seeks to work with contractors and suppliers who contribute to sustainable development and are economically, environmentally and socially responsible. While Santos has not commenced tendering for the survey activities, all businesses engaged will be subject to a rigorous assessment process to ensure compliance with Santos' Management Systems based on the following framework:

- Environment, Health & Safety
- Business integrity
- Corporate Social Responsibility
- Quality
- Sustainability

In addition to relevant regulations associated with the survey activities, all contractors engaged must comply with Santos' policies, operating standards and procedures, and will complete induction processes relating to Health, Safety, Security and Environment while complying with various site specific requirements such as the Biosecurity Management Plan.

- *Confirmation that the terms and conditions of the insurance certificate provided covers reasonably foreseeable scenarios arising out of a survey that uses the ATS power to enter lands without consent.*

Santos notes Hunter Gas Pipeline Pty Ltd has provided a certificate of currency for General and Products Liability insurance for the value of \$20 million in respect to any one claim current until 28 October 2022. They have also provided the policy document where you will find in section 1.1 the cover provided under that policy.

In addition, Santos provides the attached Certificate of Currency for General & Products liability insurance for the value of \$20 million in respect to any one claim current until 31 May 2023. That certificate includes a summary of the coverage under this policy as outlined in Attachment A.

In our opinion these policies provide cover for reasonably foreseeable scenarios arising out of a survey that uses the ATS powers to enter lands without consent for both Hunter Gas Pipeline Pty Ltd and Santos Ltd. We also note that Santos intends to use best endeavours to obtain consent from landholders to enter land and will conduct activities to avoid impacts on the land, the environment, the landholder and the landholder's property and business activity.

- *Evidence of adequate and flexible financial resources available to fund survey activities to completion, including any required demobilisation and make good obligations. This does not have*

*to be site specific or cover every property identified in the ATS application, but at a level to address each intended package of work issued to survey contractors.*

Santos is a top-20 ASX-listed company and in the top 20 companies in our sector globally with a market capitalisation in the order of A\$25 billion. In 2021, Santos delivered US\$1.5 billion in free cash flow and underlying profit of US\$946 million.

Since 2012, Santos has spent more than A\$1.5 billion on the Narrabri Gas Project and will invest in excess of A\$100 million prior to a final investment decision for the project.

Santos has recently budgeted in excess of A\$100 million to acquire Hunter Gas Pipeline Pty Ltd and progress the project to a final investment decision including required land access compensation.

For further information relating to Santos' financial resources, please refer to the Santos' 2021 Full Year Results at: <https://www.santos.com/investors/company-reporting/>

Yours sincerely

Brett Woods  
President Midstream & Clean Fuels  
Santos Ltd



## Certificate of Currency

**Date of Issue:** 3 June 2022

Santos Ltd  
60 Flinders Street  
ADELAIDE SA 5000

**Contact:**  
Marcus Piristi  
Client Manager – Global & Corporate

**t:** +61 8 8301 1124  
**e:** marcus.piristi@aon.com

**We hereby certify that the under mentioned insurance policy is current as at the date of this certificate, please refer to the important notices below.**

<b>Policy Type</b>	General & Products Liability
<b>Insured</b>	Santos Limited, GLNG Operations Pty Limited and/or any Parent, Subsidiary, Affiliated, Interrelated, Controlled or Managed Company or Joint Venture Company or Associated Participating Company, now existing including all directors, officers and employees (but excluding Directors and Officers Insurance) of such companies. In addition, all for their respective rights and interests from time to time in the applicable Joint Ventures covered hereunder, and to include Other Parties and/or Contractors and/or Sub-Contractors as agreed and as described in the Policy Wording or as amended herein
<b>Insurer</b>	Zurich Insurance UK Plc (Lead)
<b>Policy Number(s)</b>	CSINT2200506
<b>Period of Insurance</b>	From: 4.00 pm 31 May 2022 Local Standard Time To: 4.00 pm 31 May 2023 Local Standard Time
<b>Territorial Limit</b>	Worldwide
<b>Limits of Liability</b>	Section 1 – General and Products Liability General Liability: USD 20,000,000 each and every occurrence unlimited and each and every occurrence extending to Onshore and Offshore facilities Products Liability: USD 20,000,000 each and every occurrence and in the aggregate during any one period of insurance and every occurrence extending to Onshore and Offshore facilities
<b>Summary of Coverage</b>	Legal Liability to third parties for personal injury and/or property arising out of, or in connection with the Insured's business or its products

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### Further Information

Should you have any queries, please contact us on the details set out at the top of the page.

### Important notes

- Aon does not guarantee that the insurance outlined in this Certificate will continue to remain in force for the period referred to as the Policy may be cancelled or altered by either party to the contract, at any time, in accordance with the terms of the Policy and the Insurance Contracts Act 1984 (Cth).
- Aon accepts no responsibility or liability to advise any party who may be relying on this Certificate of such alteration to or cancellation of the Policy.
- Subject to full payment of premium
- This certificate does not:
  - represent an insurance contract or confer rights to the recipient;
  - amend, extend or alter the Policy; or
  - contain the full policy terms and conditions