



# **Combined General Liability Insurance Incorporating Students Personal Effects**

**POLICY NO: AU00007308LI24A**

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**INSURED:**

**Australian Homestay Network Pty Ltd (AHN), New Zealand Homestay Limited, Homestay Host Families (as declared), Homestay International Students & Eligible Asylum Seekers (as declared), Eligible NDIS Participants (as declared)**

**Date of Issue: Wednesday, 25 January 2023**

XL Insurance Company SE

Level 28, 123 Pitt St Sydney NSW 2000

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## SCHEDULE

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### **Combined General Liability Insurance incorporating Students Personal Effects**

**Insured** Australian Homestay Network Pty Ltd (AHN), New Zealand Homestay Limited, Homestay Host Families (as declared), Homestay International Students & Eligible Asylum Seekers (as declared), Eligible NDIS Participants (as declared) and Other Guests (as declared)

**Business Description** Principally family (hosts) accommodation for international students and eligible asylum seekers residing temporarily in Australia managed by Australian Homestay Network Pty Ltd through a centralised program for students linking education providers and accredited homestay organisations and families

**Period of Insurance**

Effective date	1 January 2024 at 4.00pm
Expiry date	1 January 2025 at 4.00pm

**However, the coverage provided by Sections A, B & C under this insurance only applies during the actual period when a student or eligible asylum seeker is staying with an accredited AHN host**

#### **Interest Insured**

##### **Section A**

Indemnifying all Host Families of Australian Homestay Network Pty Ltd for their legal liability in respect of personal injury, property damage and advertising liability occurring during the period of insurance in connection with the hosts' business or activity as a host family for Australian Homestay Network Pty Ltd as per the policy terms, conditions and exclusions

##### **Section B**

Indemnifying all International Students and Eligible Asylum Seekers of Australian Homestay Network Pty Ltd for their legal liability in respect of personal injury, property damage and advertising liability occurring during the period of insurance whilst residing with a host family for Australian Homestay Network Pty Ltd as per the policy terms, conditions and exclusions

##### **Section C**

Indemnifying all Students and Eligible Asylum Seekers for loss of personal effects happening whilst residing at the premises of an accredited host family for Australian Homestay Network Pty Ltd as per the policy terms, conditions and exclusions

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**Limits of Liability**

**Section A**

\$20,000,000 Any one Occurrence and in the aggregate for all Personal Injury and Property Damage occurring during the Period of Insurance including defence costs & expenses

**Section B**

\$20,000,000 any one Occurrence and in the aggregate for all Personal Injury and Property Damage occurring during the Period of Insurance including defence costs & expenses

**Section C**

\$10,000 any one loss and in the Aggregate

**Deductible(s)**

**Section A**

\$500 each and every Occurrence including costs & expenses

**All Other Guests**

\$1,000 each and every Occurrence including costs & expenses

**Section B**

\$250 each and every Occurrence including costs & expenses

**All Other Guests**

\$1,000 each and every Occurrence including costs & expenses

**Section C**

\$200 each and every Claim

**All Other Guests**

\$1,000 each and every Occurrence including costs & expenses



<b>Territorial Limits</b>	<b>Sections A &amp; B</b>	Australia Wide
	<b>Section C</b>	Whilst at the premises of the accredited host family only
<b>Insurer</b>	XL Insurance Company SE	
<b>Wording</b>	AXA XL Combined General Liability (Occurrence) Wording Incorporating Students Personal Effects	
<b>Definitions</b>	As per AXA XL Combined General Liability wording	
<b>Basis of Settlement</b>	<b>Sections A and B – General Liability</b>	
	As per AXA XL Combined General Liability wording	



## **Section C – Students Personal Effects**

1. AXA XL may at their option repair or replace any lost or damaged item, or pay the lesser of the amount of the loss or damage up to the market value, or the Portable Contents Sum Insured stated in the Schedule.
2. AXA XL will not pay for the cost of any alterations, improvements or overhauls carried out on the occasion of repair or replacement resulting from a Loss.
3. Where the Loss is confined to part of the item of Student Personal Effects, AXA XL shall pay for the repair or replacement of that item plus the cost of any dismantling and reassembling necessary.
4. Where the item of Student Personal Effects that has been lost or damaged is one of a pair or part of a set, AXA XL shall only be liable to pay for the repair or replacement of the lost or damaged item.

### **Conditions**

As per AXA XL Combined General Liability wording

### **Exclusions**

#### **Sections A and B – General Liability**

As per AXA XL Combined General Liability wording

#### **Section C – Students Personal Effects**

1. AXA XL will not pay for Loss or Damage directly or indirectly caused by:
    - a. Mechanical or electronic breakdown or derangement unless as a consequence of a Loss;
    - b. Cracking, scratching or breakage of glass or fragile items or surfaces unless as a consequence of Loss;
    - c. Loss or Damage caused by rust or oxidation, mildew, mould, moths, vermin, insects, change of colour, or any process of heating, drying, cleaning, dyeing or alteration to the item of Student Personal Effects
    - d. The action of light or atmospheric conditions or gradually developing conditions, vibration, wear and tear or depreciation;
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- e. Dishonesty by the Insured or others to whom the item of Students Personal Effects may be delivered, entrusted, loaned or rented;
- f. Action of the Sea, tidal wave, high water or Flood.

- 2. AXA XL will not pay for Loss of Money.
- 3. AXA XL will not pay for Loss or Damage to sporting equipment while in use.
- 4. AXA XL will not pay for consequential loss of any description.
- 5. AXAXL COVID Exclusion

**Premium**

As agreed

Signed on behalf of XL Insurance Company SE



1/3/2024

ABN 36 083 570 441



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## **1. PREAMBLE**

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This Policy consists of:

- (a) this Policy wording; and
- (b) each endorsement issued by the Company and attached or intended to be attached to the Policy wording or intended by the Company to form part of this Policy; and
- (c) the Current Schedule.

The Policy wording and the Current Schedule are to be read together. Any word or expression given a specific meaning in the Clause headed Definitions will mean the same wherever else it appears unless specially stated otherwise. Marginal notes and headings are used only for the purpose of identification and should not be construed as forming part of the wording for the purpose of interpreting this Policy.

## **2. THE COVER**

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In consideration of the payment of the Premium set out in the Current Schedule, the Company provides indemnity to the Insured in accordance with this Policy, subject to the policy terms, conditions and exclusions for the period of this policy.

The Company agrees to indemnify the Insured up to the Limit of Liability and subject to all policy terms, conditions and exclusions for all amounts the:

### **Section A & B**

- (a) Host Families of Australian Homestay Network Pty Ltd and
  - (b) International Students and Eligible Asylum Seekers of Homestay Network Pty Ltd
- (1) becomes legally liable to pay as compensation for Personal Injury, Property Damage and/or Advertising Injury occurring within the Territorial Limits as a result of an Occurrence occurring within the Period of Insurance in connection with the business or activity;
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- (2) all legal costs taxed/assessed against the Insured arising out of Personal Injury, Property Damage or Advertising Injury for which indemnity is available under clause 2(1); and
- (3) all interest accruing after entry of judgment against the Insured arising out of Personal Injury, Property Damage or Advertising Injury for which indemnity is available under clause 2(1) until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the Limit of Liability.

The total indemnity available under this clause in respect of the combined amounts in (1), (2) and (3) is restricted to the Limit of Liability.

#### **Section C**

- (c) Students and Eligible Asylum Seekers suffer as a result of Loss of Personal Effects happening whilst residing at the premises of an accredited host family for Australian Homestay Network Pty Ltd

### **3. SUPPLEMENTARY PAYMENTS**

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#### **Claims worldwide**

In relation to Claims made and/or actions instituted against the Insured worldwide including the United States of America or Canada, or Claims and actions to which the laws of the United States of America or Canada apply, the Company shall indemnify the Insured in respect of expenses, including investigation and legal costs as set out in (a) and (b) below, subject to the Limit of Liability:

- (a) all expenses, including investigation and legal costs incurred by the Company and/or by the Insured with the written consent of the Company, in the settlement or defence of any Claim or suit for compensation in respect of which the Insured is entitled to indemnity under clause 3 above or if sustained would be so entitled; and
  - (b) all expenses incurred by the Insured for first aid to others for Personal Injury to which clause 2 above applies (other than medical expenses prohibited by law).
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#### **4. CROSS LIABILITY**

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Where the Insured comprises more than one entity the term Insured shall be considered as applying to each entity in the same manner as though a separate policy had been issued to each entity, provided nothing contained in this Clause shall operate to increase the Company's Limit of Liability as specified in the Current Schedule.

#### **5. EXCLUSIONS**

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This Policy does not cover any liability arising out of or connected directly or indirectly with:

##### **5.1 Advertising Liability**

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Advertising Injury resulting from:

- (a) failure of performance of contract or breach of contract; or
- (b) infringement of trade-mark or trade name; or
- (c) incorrect description of any article or commodity; or
- (d) mistake in advertised price;

first committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Insured's advertising activity.

##### **5.2 Aircraft, Hovercraft, Watercraft and Registered Vehicles**

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the ownership, possession, maintenance, operation, use or legal control by or on behalf of the Insured of any:

- (a) Aircraft, (also claims arising out of the Insured's Products that are used with the Insured's knowledge in Aircraft or aerial devices); or
- (b) Hovercraft; or
- (c) Watercraft or vessels exceeding 10 metres in length.

This sub-clause (c) shall not apply where the watercraft or vessel is:

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- (i) let out on hire or on charter to the Insured and is wholly crewed/manned by a professional crew; and
  - (ii) the Insured is not in the business of letting for hire or charter any Watercraft or vessels; and
  - (iii) the hiring or chartering of the Watercraft or vessel by the Insured is not undertaken in the normal course of the Insured's Business.
- (d) Vehicle which is registered or is required under any legislation to be registered; or
- (e) Vehicle in respect of which compulsory insurance is required to be effected by virtue of any legislation.

Exclusion 6.2 (d) and (e) does not apply to Personal Injury and/or Property Damage arising from:

- (i) the delivery or collection of goods to or from any Vehicle where such Personal Injury and/or Property Damage occurs beyond the limits of any carriageway or thoroughfare; or
- (ii) the loading or unloading of any Vehicle; or
- (iii) the use of any Vehicle as a Tool of Trade.

### **5.3 Alterations/Additions, Construction of Buildings**

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the erection, construction, demolition, alteration of and/or addition to a building(s) by or on behalf of the Insured, except alteration of or addition not exceeding in cost the sum of A\$250,000 to a building(s) owned and/or occupied by the Insured.

### **5.4 Toxic Substances**

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- (a) any actual or alleged liability, whatsoever for any claim in respect of loss or losses (exclusively or partially) arising out of, resulting from, or in consequence of, or in any way involving asbestos or refractory ceramic fibres, or any materials containing asbestos or refractory ceramic fibres in whatever form or quantity;
  - (b) polychlorinated biphenyls (PCBs).
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### **5.5 Contractual Liability**

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liability assumed under any contract or agreement.  
Provided that this Exclusion 5.5 does not apply to:

- (a) liability which would have been imposed by law in the absence of such contract or agreement; or
- (b) those contracts or agreements specified in the Current Schedule.

### **5.6 Electro Transmissions and Nuclear/Radioactive Contamination**

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- (a) electromagnetic fields, extremely low frequency electric fields and/or magnetic fields, microwave emissions or radio emissions;
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission;
- (c) nuclear weapons material.

### **5.7 Employer's Liability**

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- (a) Personal Injury to any person arising out of or in the course of the employment of such person in the service of the Insured;
  - (b) Personal Injury to any person who is deemed to be the employee of the Insured pursuant to any legislation relating to worker's compensation;
  - (c) Personal Injury for which the Insured is entitled to seek indemnity under any statutory fund, statutory scheme, self-insurance or any policy of Insurance required to be taken out pursuant to any legislation relating to Workers' Compensation, whether or not the Insured is a party to such contract of insurance;
  - (d) claims made against the Insured under the provisions of any Workers' Compensation legislation, any industrial award, agreement of determination
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- (e) any claim by any person arising out of or in the course of the employment of such person in the service of the insured for harassment, discrimination or unfair dismissal.

## **5.8 Fines and Penalties**

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finer or penalties imposed by law, punitive, exemplary, aggravated and liquidated damages.

## **5.9 Libel, Slander and Defamation**

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the publication of any defamatory material:

- (a) made prior to the commencement of the Period of Insurance; or
- (b) made at the Insured's direction or with the Insured's authority or with knowledge of its falsity; or
- (c) related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured.

## **5.10 Loss of Use**

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

- (a) a delay in or lack of performance by or on behalf of the Insured in relation to any contract or agreement; or
- (b) the failure of the Insured's Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured.

This Exclusion 5.10 (b) does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Insured's Products after such products have been put to use by any person or organisation other than the Insured.

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### **5.11 Pollution**

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claims made and/or actions instituted against the Insured within Australia for:

- a) the actual, alleged or threatened discharge, dispersal, release, escape, seepage or migration of Pollutants; or
- b) any:
  - i) governmental direction or request that the insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants; or
  - ii) claim or action instituted against the Insured by or on behalf of any governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralising Pollutants;

provided that these Exclusions 5.11 a) and b) do not apply to liability which arises out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants that is sudden, identifiable, unintended, unexpected and which takes place in its entirety at a specific time and place.

In respect of claims made and/or actions instituted against the Insured in the outside Australia, this Policy does not cover any liability arising out of or connected directly or indirectly with:

- c) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or
  - d) any governmental direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants;
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#### **5.12 Product Defect/Faulty Workmanship**

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- (a) Property Damage to the Insured's Products if such damage is attributable to any defect therein or the harmful nature thereof or unsuitability for the purpose for which they were intended; or
- (b) performing, completing, repairing, replacing, correcting or improving any work or service undertaken or provided by or on behalf of the Insured.

#### **5.13 Product Recall**

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the withdrawal, recall, inspection, repair, replacement or loss of use of the Insured's Products or any property of which such products form a part.

#### **5.14 Professional Liability**

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the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith.

This Exclusion 5.14 does not apply to liability arising out of the rendering or failure to render medical advice at the Insured's Premises by Medical Persons employed by the Insured to provide first aid and ancillary medical services.

#### **5.15 Property in Physical or Legal Control**

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Property Damage to:

- (a) property owned by or leased or rented to the Insured; or
- (b) property in the physical or legal control of the Insured.

This Exclusion 5.15 shall not apply to liability for Property Damage to:

- (i) real property, including buildings which are leased or rented to the Insured; or





- (ii) real property including contents, not owned, leased or rented to the Insured but temporarily occupied by the Insured for the purpose of carrying out work in connection with the Insured's Business, but no indemnity is granted for damage to that part of the property on which the Insured is or has been working or which arises out of such work; or
- (iii) vehicles (not belonging to or used by or on the behalf of the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst any such Vehicles are in a car park owned or operated by the Insured but not where the Insured as part of its business is a car park owner or operator for reward; or
- (iv) property in the physical or legal control of the Insured (except whilst undergoing any process or being worked upon) for which the Insured has not assumed any responsibility to obtain Insurance. However, for such claims the Company will indemnify the Insured against such claims, subject to the terms of this Policy to a maximum of A\$250,000 in the aggregate during the Period of Insurance, subject to payment by the Insured of the Deductible specified in the Current Schedule.

#### **5.16 War/Terrorism**

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- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
  - (b) any act of terrorism, piracy or hijack; or
  - (c) any other civil disturbance or civil unrest, including strike, protest and civil commotion.
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### **5.17 Molestation, Sexual Abuse/Assault**

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any actual or alleged Molestation, Sexual Abuse/Assault of any person.

This exclusion also applies to any liability arising out of or in connection with the employment, investigation, supervision, retention, or reporting to or failure to report to the appropriate authorities, any person known (or reasonably ought to have been known) by the Insured to have previously committed, been convicted, or been subject of a prior complaint for such acts of Molestation, Sexual Abuse / Assault.

## **6. STANDARD CONDITIONS**

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### **6.1 Cancellation**

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- (a) The Insured may cancel this Policy by giving notice in writing to the Company.
- (b) The Company may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act 1984.
- (c) For any period during which this Policy has been in force the Company is entitled to keep or charge a pro rata proportion of the premium. If the Insured has requested the cancellation the Company may charge or deduct from any refund its standard cancellation fee which will represent 10% of the premium applicable for the unexpired term of the Period of Insurance.

### **6.2 Claims Procedure**

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- (a) Notice shall be given as soon as possible to the Company of every Occurrence, event, claim, writ, summons, proceedings, impending prosecution and/or inquest in respect of which there may arise a liability under this Policy
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- (b) The Insured shall not without the Company's consent make any admission, offer, promise or payment in connection with any Occurrence, event, claim, writ, summons, proceedings, impending prosecution and/or inquest.
  - (c) The Company shall be entitled, if it so desires, to take over and conduct in the Insured's name the defence or settlement of any claim and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient.
  - (d) The Insured shall use its best endeavours to preserve any property, products, appliances, plant and other objects which may be required in connection with the investigation of or the defending of any claim made against the Insured and shall not, except to prevent further Personal Injury and/or Property Damage, without the Company's consent and until the Company has had an opportunity of inspection, make any alteration or repair to or dispose of such matter.
  - (e) The Company shall be entitled to prosecute in the Insured's name at its expense and for its own benefit any claim for indemnity or contribution towards any loss or damage.
  - (f) The Company shall have full discretion in the conduct of any proceedings in connection with any claim and the Insured shall give all information and assistance as the Company may reasonably require in the prosecution, defence or settlement of any claim.
  - (g) In the event of an Occurrence, the Insured shall promptly take at its own expense all reasonable steps to prevent further Personal Injury and/or Property Damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this Policy.
  - (h) The Company shall be entitled to attend any inquest in respect of which there may arise liability under this Policy.
  - (i) In respect of claims for amounts less than the Deductible the Insured shall at all times observe and duly comply with the Claims Procedure referred to above.
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- (j) Any person or organisation for which the Company makes a payment under this Policy must transfer to the Company their right to recovery against any other party. After a loss the Insured must do everything necessary to secure and do nothing to impair these rights.

Any amount recovered will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

### **6.3 Discharge of Liabilities**

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The Company may at any time pay to the Insured the applicable Limit of Liability (after deducting all amounts already paid by or on behalf of the Company) or any lesser amount for which a claim or claims may be settled. Upon such payment, the Company will not be under any further liability to the Insured and will be released from all liability, except for expenses including investigation and legal costs incurred by the Insured with the Company's consent prior to the date of such payment.

If the Company has a right to recover any costs charges and expenses or other money from the Insured, then this right is not discharged or altered by this clause.

### **6.4 Inspection of Property**

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The Company shall be permitted but not obliged to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe.

### **6.5 Jurisdiction/Proper Law**

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This Insurance contract shall be subject exclusively to the laws of Australia and the states and territories thereof even if it also covers Insureds who are domiciled or have their headquarters in other countries or states. Nothing in this Clause affects the assessment of an Insured's liability towards claimants/injured third parties



It is agreed that the exclusive place of jurisdiction for disputes arising under this Policy of Insurance shall be determined in an Australian court.

#### **6.6 Marginal Notes and Headings**

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Where marginal notes and headings are used in this Policy they are purely descriptive in nature and are not intended to be used for interpretive purposes.

#### **6.7 Notice of Change**

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The Insured shall give notice in writing as soon as practicable of any change in facts or circumstances that comes to the Insured's knowledge which materially varies the risk, the subject of this Insurance, at any time during the Period of Insurance of this Policy.

#### **6.8 Other Insurance**

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If the Insured makes a claim under this Policy in respect of which the Insured is or may be indemnified in whole or part under any other Insurance(s), then the Insured must advise the Company of the full details of such other Insurance(s) when making the claim under this Policy. Subject to the provisions of the Insurance Contracts Act 1984, the Company reserves its rights to seek contribution from such other insurer(s).

#### **6.9 Reasonable Care**

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The Insured shall:

- (a) Exercise reasonable care that only competent workers are employed and take reasonable measures to maintain all premises (including fittings and plant) owned or occupied by it, in sound condition; and
  - (b) Take reasonable precautions to:
    - (i) prevent Personal Injury and/or Property Damage; and
    - (ii) prevent the manufacture, sale or supply of defective products; and
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- (iii) comply and ensure that the Workers, servants and agents of the Insured comply with all statutory obligations, by-laws or regulations which provide for the safety of persons and property; and
- (c) At the expense of the Insured take reasonable action to trace, recall or modify any products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.

## **6.10 Subrogation**

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In the event of a payment under this Policy to or on behalf of the Insured, the Company shall, subject to the *Insurance Contracts Act 1984*, be subrogated to all the Insured's rights of recovery against all persons and organisations and the Insured shall execute and deliver instruments and papers and do all that is necessary to assist the Company in the exercise of such rights.

## **6.11 Sanctions**

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No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## **7. DEFINITIONS**

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**“Advertising Injury”** means:

- (a) unintentional libel, slander or defamation,
  - (b) piracy or any act, error or omission in the use of advertising or merchandising ideas, under an implied contract,
  - (c) infringement of copyright, title or slogan,
  - (d) invasion of the right of privacy,
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first published or broadcasted in connection with the Insured's advertising activities during the Period of Insurance.

**"Aircraft"** means any vessel, craft or device made or intended to fly or move in or through the atmosphere or space.

**"Company"** means XL Insurance Company SE.

**"Current Schedule"** means the Schedule or certificate approved by the Company and attached or intended to be attached to the Public and Products Liability Insurance Policy, or any schedule or certificate which replaces it.

**"Deductible"** means the amount specified in the Current Schedule which is the amount (inclusive of supplementary payments) per Occurrence that must be paid by the Insured.

**"Employee"** means any person employed under a contract of service or apprenticeship by the Insured during the Period of Insurance.

**"Host Families"** means the accredited host family of Australian Homestay Network Pty Ltd (AHN) who is hosting the insured student or eligible asylum seeker placed through the AHN network

**"Hovercraft"** means any vessel, craft or device made and intended to float on or in or travel on or through the atmosphere or water.

**"Insured"** means:

- (a) Companies as listed in the Current Schedule and their subsidiary companies.
- (b) Any principal in respect of the liability of such principal arising out of the performance by a company referred to in (a) above of any contract or agreement for the performance of work for such principal, but limited always to the extent of cover and the Limit of Liability provided in this Policy.
- (c) Any director, executive officer, Employee or partner of a company referred to in (a) above, but only whilst acting within the scope of their duties in such capacity.
- (d) Any office bearer or member of a social and/or sporting club formed with the consent of the Insured, in respect of claims covered by this Policy arising from or connected with the activities of any such club.



**"Insured's Business"** means the business conducted by the Insured only as specified in the Current Schedule and includes only commercial activities related to that business.

**"Insured's Products"** means anything manufactured or deemed manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by the Insured including any container (other than a Vehicle) (after it has ceased to be in the physical possession or under the control of the Insured).

**"Insured Student or Eligible Asylum Seeker"** means the person who has entered into a contract with Australian Homestay network Pty Ltd for the provision of residential accommodation whilst in Australia

**"Limit of Liability"** means:

- (a) The limit of the Company's liability** in respect of any Occurrence, which shall not exceed the Limit of Liability stated in the Current Schedule.
- (b) The total aggregate liability of the Company during any one Period of Insurance for all Personal Injury and/or Property Damage and/or Advertising Injury combined which occur during the Period of Insurance and which arises out of a Products Hazard, shall not exceed the Limit of Liability stated in the Current Schedule.**

**"Loss of Personal Effects"** means loss or damage caused by or arising from a sudden or unforeseen accident or event

**"Molestation, Sexual Abuse / Assault"** means any actual or alleged act of molestation, sexual abuse or sexual assault of any person, including indecent exposure, sexual harassment or sexual intimidation.

**"Medical Persons"** means qualified medical practitioners, ancillary medical workers and dentists.

**"Occurrence"** means:





- (a) with respect to Personal Injury and Property Damage, an event, including continuous or repeated exposure to the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from the Insured's standpoint. All Occurrences of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence and the total amount of indemnity payable by the Company in respect of such Occurrence shall be accounted to the period of insurance in which the first Personal Injury and / or Property Damage from the one source or originating cause occurred.
- (b) With respect to Advertising Injury, the publishing or broadcasting of the injurious material or act which results in Advertising Injury neither expected nor intended from the Insured's standpoint. All liability involving the same injurious material or act, regardless of the frequency of repetition thereof or the number and kind of media used or the number of claimants, shall be deemed as arising out of one Occurrence.

**“Period of Insurance”** means the period commencing on the effective date and ending on the expiry date specified in the Current Schedule.

**“Personal Injury”** means:

- (a) Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- (b) False arrest, wrongful detention or imprisonment, malicious prosecution;
- (c) Wrongful entry or eviction;
- (d) Assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing Personal Injury and/or Property Damage or eliminating danger;
- (e) Libel, slander, defamation of character or invasion of right of privacy;

which first occurs during the Period of Insurance.

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



**“Product Hazard”** means Personal Injury or Property Damage arising out of the Insured’s Products but only if the Personal Injury or Property Damage occurs after the physical possession of such products has been relinquished to others.

**“Property Damage”** means:

- (a) Physical damage to or destruction of tangible physical property which first occurs during the Period of Insurance including any resultant loss of use; or
- (b) Loss of use of tangible physical property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible physical property which first occurs during the Period of Insurance.

**“Students Personal Effects”** means the items of property owned by any accommodated student or eligible asylum seeker whilst at the premises of an accredited AHN host family

**“Territorial Limits”** means as listed in the Policy Schedule.

**“Use of any Vehicle as a Tool of Trade”** means the use of a Vehicle on a work site, but does not include:

- (a) vehicles whilst in transit to or from or within any work site; or
- (b) vehicles used for transport or haulage.

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

**“Watercraft”** means any vessel, craft or device made and intended to float on or in or travel on or through water.

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## **8. ENDORSEMENTS**

### **Coronavirus Absolute Exclusion:**

Notwithstanding any other provision, no cover is provided under this policy for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of; coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

All other Policy terms and conditions remain unchanged

Signed on Behalf of Axa XL Insurance Company SE



1/16/2022

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## ENDORSEMENTS

### CYBER and DATA TOTAL EXCLUSION ENDORSEMENT

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 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**;  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.
- 4 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

#### Definitions

- 5 **Computer System** means any computer, hardware, software, communications system, electronic device (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.
  - 6 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, 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**.
  - 7 **Cyber Incident** means:
    - 7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    - 7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
  - 8 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
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Signed on Behalf of Axa XL Insurance Company SE



03/01/2024

**Endorsement:** attaching to and forming part of policy number: AU00007308LI23A

The following additional Exclusion is added to the **Policy**.

**Total Communicable Disease Exclusion**

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with **Communicable Disease**.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the:

- a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease
- b) Testing for a Communicable Disease;
- c) Failure to prevent the spread of a Communicable Disease; or
- d) Failure to report a Communicable Disease to authorities.

For the purpose of this Exclusion only, Communicable Disease means:  
any infectious disease, including any virus, bacteria, microorganism, or pathogen that actually or  
allegedly induces or are capable of inducing physical distress, illness or disease.  
In all other respects this Policy remains unaltered.

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE



03/01/2024



## **9. IMPORTANT NOTICE TO INSURED**

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### **Your duty of disclosure**

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984* to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

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

Your duty however does not require disclosure of a matter:

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

### **Non-disclosure**

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If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### **Privacy**

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Privacy legislation regulates the way private sector organisations collect, use, keep, secure and disclose personal information. The Company has developed a privacy policy which explains what type of personal information we hold about you and what the Company does with that information. Please contact the Company or your broker to obtain more information about the Company's policy.

### **General Insurance Code of Practice**

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XL Insurance Company SE - Australia Branch supports and has adopted the General Insurance Code of Practice. The Code aims to:

- Promote more informed relations between insurers and their customers;
- Improve customer confidence in the general insurance industry;
- Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- Commit insurers and the professionals they rely upon to higher standards of customer service.

The Code confirms details of the policies specifically covered by the Code and it may be that your policy is an excluded policy and therefore outside the requirements of the Code. XLC Student and AS

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