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# Business Insurance

● Product Disclosure Statement and Policy Booklet (PDS)

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This product is issued by Insurance Australia Limited  
ABN 11 000 016 722 AFS Licence No. 227681 trading as NRMA Insurance

For contact details please refer to the back cover.

The information in this PDS is general information only and does not take account of your personal financial situation or needs. You should assess your own objectives, financial situation and needs before deciding whether to buy or hold the product.

# Table of Contents

<b>About the Business Insurance Product Disclosure Statement and Policy Booklet</b>	<b>1</b>	<b>Section 4 Glass</b>	<b>33</b>
Business Insurance Product Disclosure Statement and Policy Booklet (PDS)	1	Introduction	33
Important Information	2	Cover	33
General Insurance Code of Practice & Financial Claims Scheme	3	Definitions	33
Resolving a complaint or dispute	3	Settlement of claims	34
Privacy of Your personal information	3	Additional benefits	34
Fraud hotline	4	Claims procedure	34
Motor Vehicle Insurance Repair and Code of Conduct	4	<b>Section 5 General &amp; Products Liability</b>	<b>34</b>
Choice of repairer policy	4	Introduction	34
Parts policy	4	Cover	34
Claim payment examples	4	Limitations	34
Business Insurance Policy – General provisions	6	Definitions	34
General definitions	6	Additional benefits	36
General exclusions	8	Exclusions	36
General conditions	10	Special terms & conditions	39
Claims procedures	12	Claims procedure	40
<b>Section 1 Property</b>	<b>13</b>	<b>Section 6 Employee Dishonesty</b>	<b>40</b>
Introduction	13	Introduction	40
Cover	13	Cover	40
Definitions	13	Limitations	40
Settlement of claims	14	Definitions	40
Additional benefits	16	Additional benefits	41
Exclusions	19	Exclusion	41
Variations & extensions	20	Special terms & conditions	41
Special terms & conditions	21	Claims procedure	42
Claims procedure	21	<b>Section 7 Machinery</b>	<b>42</b>
<b>Section 2 Business Interruption</b>	<b>22</b>	Introduction	42
Introduction	22	Cover	42
Cover	22	Limitations	42
Definitions	22	Definitions	42
Settlement of claims	23	Settlement of claims	43
Additional benefits	24	Additional benefits	44
Exclusions	26	Exclusions	44
Variations & extensions	27	Claims procedure	46
Conditions applicable to this section	27	<b>Section 8 Computer &amp; Electronic Equipment</b>	<b>47</b>
Claims procedure	27	Introduction	47
<b>Section 3 Theft &amp; Money</b>	<b>28</b>	Definitions applicable to Parts A & B	47
Introduction	28	<b>Part A Computer Systems &amp; Electronic Equipment</b>	<b>48</b>
Definitions applicable to Parts A & B	28	Variations & extensions applicable to Part A	49
<b>Part A Theft</b>	<b>28</b>	<b>Part B Business interruption</b>	<b>49</b>
<b>Part B Money</b>	<b>30</b>	Additional benefits applicable to Parts A & B	50
Additional benefits applicable to Parts A & B	31	Exclusions to Parts A & B	51
Exclusions to Parts A & B	32	Claims procedure	51
Claims procedure	33		

<b>Section 9 Portable Property</b>	<b>52</b>
Introduction	52
Cover	52
Definitions	52
Settlement of claims	52
Exclusions	52
Variations & extensions	53
Claims procedure	54
<b>Section 10 Taxation Investigation</b>	<b>54</b>
Introduction	54
Cover	54
Limitations	54
Definitions	54
Exclusions	55
Conditions	55
Claims procedure	56
<b>Section 11 Personal Accident &amp; Illness</b>	<b>56</b>
Introduction	56
Cover	56
Definitions	57
Settlement of claims	58
Additional benefits	58
Exclusions	58
Specific conditions	59
Variations & extensions	60
Claims procedure	60
<b>Section 12 Commercial Motor Vehicles</b>	<b>61</b>
Introduction	61
Cover	61
Maximum limit applicable to Part A	62
Maximum limit applicable to Part B	62
Definitions	62
Settlement of claims	63
Additional benefits –Part A Comprehensive only	64
Additional benefits –Part A Comprehensive and Fire, theft & third party	67
Additional benefits –Part B Third party liability	67
Exclusions - applicable to Part A Damage to or theft of Your Vehicle and Part B Third party liability	68
Variations & extensions	69
Claims procedure	69

This Product Disclosure Statement and Policy Booklet (PDS) was prepared on 6 September 2020. The information in this PDS is current at that date.

# About the Business Insurance Product Disclosure Statement and Policy Booklet

## Business Insurance Product Disclosure Statement and Policy Booklet (PDS)

### 1. About the Business Insurance PDS

- a) This PDS has been prepared to assist You in understanding the Personal Accident & Illness cover and Commercial Motor Vehicles cover available under the Business Insurance Policy and in making an informed choice about Your insurance requirements.
- b) This PDS has three parts:
  - i. Part 1 of the PDS on pages 1 to 2 includes information about costs and Your cooling-off rights
  - ii. Part 2 of the PDS on page 3 provides the information about resolving a complaint or dispute and privacy
  - iii. Part 3 of the PDS sets out the general definitions, general exclusions and the general conditions in the general provisions section of the policy which apply to all policy sections, and the terms and conditions of the policy, and relevant for this PDS, Section 11 Personal Accident & Illness and Section 12 Commercial Motor Vehicles.
- c) From time to time, We may include more up to date information in the PDS that is not materially adverse without notifying You. You can get more up to date information by calling the phone number or visiting the website, details of which are on the back cover. We will give You a free copy of any updates when You request them. If it becomes necessary, We will issue You a supplementary or replacement PDS.

### 2. Cost of the insurance

- a) The Premium payable by You for this insurance will be shown on Your Certificate of Insurance.
- b) The key factors that influence the Premium calculation are reflected in the questions asked and the information sought at the time of Your enquiry or application for insurance. The factors vary depending on the type of insurance You have selected.
- c) The things that can influence the Premium for these covers include:

- i. Commercial Motor Vehicles – the make, model, type of the Vehicle, the Sum Insured of the Vehicle, how the Vehicle is being used, where the Vehicle is garaged and Your previous claims history
  - ii. Personal Accident & Illness – Your type of occupation, the length of time You elect to wait before a claim payment will be made, the Sum Insured for Your Average Weekly Earnings and chosen Capital Benefit.
- d) Your Premium, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the Policy for and may adjust Your Premium to ensure it does not fall below that amount. Any discounts will be applied to Your Policy only to the extent any minimum Premium is not reached. This means any discount You may be eligible for may be reduced.
  - e) When We determine Your Premium on renewal, We may also limit any increases or decreases in Your Premium by considering factors such as Your previous year's Premium amount.
  - f) Premiums are also subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax (GST) and stamp duty. The amount of these taxes and/or GST charges will be shown in Your Certificate of Insurance.
  - g) If You request an amendment to the cover during the Period of Insurance, You will be informed of the cost (if any) of making the amendment. The things that will influence the cost of an amendment are those listed in c) above.

### 3. Is an Excess payable?

- a) If You make a claim under the Policy, You may have to contribute some money towards the cost of the claim which is known as an Excess. We will tell You if You need to pay an Excess when You make a claim.
- b) The amount of any Excess and when it applies is detailed in the terms and conditions of the policy sections of this PDS or Your written quotation or Certificate of Insurance.
- c) The Excess may vary depending on a number of factors including:
  - i. Your Vehicle, the State where the Vehicle is garaged, Your claims experience and the value We insure Your Vehicle for;
  - ii. the type of cover You require under Section 11 Personal Accident & Illness, Your occupation and previous insurance and claims history.
- d) When You make a claim, You may be required to pay one Excess or more additional Excesses. These will vary depending on the State where the Vehicle is garaged and may include:
  - i. age Excess applies when the driver is under 25 years of age. The Certificate of Insurance may show different amounts for certain age groups, or
  - ii. inexperienced driver Excess applies when the driver is 25 years of age and over with less than 2 years licenced in Australia.

## 4. Paying for Your Policy

- a) You can choose to pay Your Premium upfront annually or by direct debit on a monthly basis.
- b) If You choose to pay by monthly direct debit, You must ensure that Your payments are made each month. If a payment is unpaid for 14 days or more, We may refuse to pay any claim under the Policy. If one instalment is outstanding for one month or more, We may elect to cancel Your Policy.

## 5. Is there a cooling-off period?

- a) There is a 21 day cooling-off period.
- b) If You are not completely satisfied with Your Policy, You can request cancellation in writing within 21 days of the issue date and receive a full refund.

This will not apply if You make a claim within the cooling-off period.

# Important Information

## 1. About the Business Insurance Policy

- a) This policy has been designed to meet the needs of a wide range of businesses, while offering the flexibility to provide for the specific insurance needs of Your Business.
- b) There are 12 different types of insurance cover available under the policy which are set out in Sections 1 to 12. The general definitions, general exclusions, general conditions in the general provisions section of the policy also apply to the 12 types of cover. You should carefully read each section and select the covers which You believe will best suit Your needs.
- c) Information about this policy which is not materially adverse may be updated from time to time. Any updated information will be given, free of charge, and can be accessed on Our website.
- d) If You have any questions, please don't hesitate to contact Us.

## 2. What makes up Your contract

- a) When We accept Your Proposal, or renew Your Policy, or if Your insurance is amended, Your insurance contract is made up of the following 3 documents:
  - i. Your Certificate of Insurance, which shows the type of cover You have, any changes or additions to that cover as well as other information specific to Your contract of insurance
  - ii. this PDS and the terms and conditions of the policy contained in this booklet which apply to the type of cover You have selected, and
  - iii. any applicable, supplementary PDS or endorsement.
- b) Read this PDS and Your Certificate of Insurance carefully and keep them together with Your important papers.

## 3. Receiving your Policy

You may choose to receive Your Policy documents either electronically by email, or by post.

If We send Your Policy documents to You by email, We will send them to the person and email address You have nominated for receiving Policy documents. Any Policy documents We send to this email address will be considered to have been received by You 24 hours from when We send them.

If We send Your Policy documents to You by post, We will send them to the person and mailing address You have nominated for receiving Policy documents.

You are responsible for making sure the person and email or mailing address We have for Your Policy documents is up to date. So You will need to tell Us if any of these details change.

## 4. How much should I insure my property for?

- a) Where cover is for a "new for old" or replacement basis, the Sum Insured You choose should reflect the full new replacement cost of the Property Insured and an allowance for professional fees and removal of debris. All amounts should include GST.
- b) Where cover is on a "market value" basis, the Sum Insured You choose should reflect the market value of the Property Insured or Vehicle at the time of taking out the Policy including GST.

## 5. Underinsurance

- a) The following sections of the policy contain underinsurance provisions which require You to insure for full value, Section 1 Property, Section 7 Machinery and Section 8 Computer & Electronic Equipment. If You insure for less than full value, We may reduce the amount We pay You after taking into account the proportion of the underinsurance or You may be required to pay a portion of the loss yourself.
- b) Your Sum Insured under Section 1 Property may be increased at renewal to allow for inflation.

## 6. Information You need to provide

- a) When You apply for insurance You will need to give Us information about You and Your circumstances. We need this to decide whether to enter into an insurance contract with You and, if so, on what terms. The type of information We require depends on the section of the Policy that You want to be covered under.
- b) Any personal information You give Us will be treated in accordance with the Privacy Act.

## 7. Claims procedures

- a) If You believe You may have a claim it is important that You carefully read and follow the claims procedures set out in the general conditions of the general provisions section of the Policy – and the claims procedures that apply to claims under the following sections (if applicable):
  - Section 5 General & Products Liability
  - Section 7 Machinery
  - Section 10 Taxation Investigation
  - Section 11 Personal Accident & Illness, and
  - Section 12 Commercial Motor Vehicles.

- b) The procedures You must comply with include:
- i. contacting the police as soon as reasonably practicable in the event of burglary or if Your Property Insured is lost, stolen, or maliciously damaged
  - ii. take all reasonable steps to prevent or minimise any further loss, Damage, or liability, and
  - iii. advise Us as soon as possible, providing full details of the facts and circumstances of the loss, Damage, Injuries, Illness or claim against You.

If the staff member or claims officer are unable to resolve the matter for You, You may speak to a manager. The manager will usually provide You with a response to Your complaint within 15 days. If this timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative timeframes.

If You are not satisfied with Our response or We cannot agree with You on alternative timeframes, You can go to Step 2 'Seek a review' set out below.

## 2. Seek a review

If the matter is still not resolved, the manager will refer You to the relevant dispute handling department or area who will conduct a review of Your dispute and will usually provide You with a response to Your dispute within 15 business days. If this timeframe is impractical, We will discuss with You alternative timeframes.

If You are still not satisfied with Our response to Your dispute or We cannot agree on alternative timeframes, You can go to Step 3 'Seek an external review' set out below.

## 3. Seek an external review

You are entitled to seek an external review of Our decision. We will provide You with information about options available to You, including, if appropriate, referring You to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). You will not be able to have Your dispute resolved by the AFCA if Your dispute does not fall within the scope of the AFCA's terms of reference. You can contact AFCA on 1800 931 678 (free call).

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

# General Insurance Code of Practice & Financial Claims Scheme

## General Insurance Code of Practice

We support and comply with the General Insurance Code of Practice (the Code).

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 resolving complaints You make about Us, and
- to promote continuous improvement of the general insurance industry through education and training.

Please contact Us for a copy of the Code.

## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that IAL becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>

# Resolving a complaint or dispute

## Our service commitment to You

We want to resolve any complaint or dispute You may have and aim to resolve it as quickly as possible. These steps are part of Our complaint and dispute resolution procedures. To get more details call Us on 13 24 81.

### 1. Talk to Us first

If You have a complaint, the first thing You should do is speak to one of Our staff. If Your complaint relates specifically to a claim, speak with the claims officer managing Your claim.

# Privacy of Your personal information

## Our service commitment to You

We value the privacy of personal information We collect about You.

We collect Your personal information directly from You or through others including entities listed in Our Privacy Policy. They include Our related entities, agents and distributors.

## How We use Your personal information

We and the parties listed in Our Privacy Policy will use Your personal information for the purposes it was collected for. That usually includes to provide You with assistance, a product or service You requested and to deal with claims.

Your personal information may also be used for other purposes that are set out in Our Privacy Policy. You may choose not to give Us Your personal information. However, not giving Us Your personal information may affect Our ability to provide You with a product or service, including processing a claim.

Where We collect sensitive information, such as health information (e.g. where health information is relevant to providing You with assistance after an accident), We will only do so with Your consent. We will only use or disclose it for the purpose We collected it for, a directly related purpose or with Your consent.



## Further information

We may disclose Your personal information to:

- Our related entities
- Our service providers – which includes some service providers that may be based overseas, and
- other parties as set out in Our Privacy Policy.

Our Privacy Policy provides more information about how We collect, from whom We collect and how We hold, use and disclose Your personal information. Our Privacy Policy also provides information about how You can:

- access Your personal information
- ask Us to correct Your personal information, and
- complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how We will deal with Your complaint.

Please contact Us for a free copy of Our Privacy Policy through Our website or give Us a call.

Please see the back cover for Our contact details.

## Your consent

You agree to Us collecting, holding, using and disclosing Your personal information as set out in Our Privacy Policy when You:

- provide Us with Your personal information, or
- apply for, use or renew any of Our products or services.

## Fraud hotline

A significant number of insurance claims are fraudulent. This not only leads to increased premiums for customers, but thousands of dollars are spent each year investigating fraudulent claims.

Help stop insurance fraud by calling Our hotline:

1800 A FRAUD – 1800 237 283.

If You choose to give Your name, it will be held in the strictest confidence.

## Motor Vehicle Insurance Repair and Code of Conduct

The Motor Vehicle Insurance Repair and Code of Conduct (Motor Vehicle Code) aims to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication. We support the Motor Vehicle Code and are committed to continually reviewing Our operations to make sure We comply with it.

## Choice of repairer policy

Under the Commercial Motor Vehicles cover in Your Policy, where We elect to repair Your Vehicle You can suggest a repairer, or We can suggest one for You. If We do not accept Your choice of repairer, You must still cooperate with Us to select another repairer that We both agree on. This is Our policy on choice of repairer.

In repairing Your Vehicle, We may arrange for the repair to be carried out by a specialist service provider, for example windscreen repairs.

We offer a guarantee on the workmanship of repairs authorised by Us. This guarantee is for as long as You own the Vehicle and is in addition to any statutory rights and warranties You may be entitled to. We will arrange for the repairs by Us to be rectified at no cost to You if We agree that the repairs are defective.

Before We can arrange for the defective repairs to be rectified, You must allow Us to inspect the Vehicle. Wear and tear is not covered by this guarantee.

## Parts policy

Generally, We use the following parts to repair Your Vehicle. If Your Vehicle is:

- under 3 years, We use genuine new parts (when reasonably available)
- 3 years or older, We use:
  - genuine new parts, or
  - quality non-mechanical reusable parts.

Regardless of Your Vehicle's age, We may use non-genuine parts for windscreens, sunroofs, window glass, radiators and air conditioning components. Non-genuine parts are those parts not manufactured by a supplier to the original manufacturer of the Vehicle.

We only use quality non-mechanical reusable parts when it:

- is consistent with the age and condition of Your Vehicle
- does not affect the safety or the structural integrity of Your Vehicle
- complies with Your Vehicle manufacturer's specifications and applicable Australian Design Rules
- does not adversely affect the way Your Vehicle looks after it has been repaired, and
- does not void or affect the warranty provided by Your Vehicle's manufacturer.

## Claim payment examples

These claim payment examples show You how a claim settlement is calculated based on some practical scenarios. Any claim settlement amount will depend on the cover and limits insured under the Policy and facts of each case.



## Personal Accident & Illness claims examples

Claim Example 1: Personal Injury	
Excess Period	14 days
Circumstances	During the course of Your work, You accidentally tripped and broke Your leg. You have seen a doctor and had x-rays taken. You have been informed that Your leg will be in a cast and You will not be able to return to work for 10 weeks.
How We settle Your claim	<ul style="list-style-type: none"> <li>We pay up to 85% of Your Average Weekly Earnings (85% of \$1,000 is \$850)</li> <li>You have been out of work for 10 weeks (\$850 x 10 = \$8,500)</li> <li>We deduct the 14 days Excess Period (\$8,500 - \$1,700)</li> <li>We pay You \$6,800</li> </ul>

Claim Example 2: Personal Illness	
Excess Period	14 days
Circumstances	You have not been feeling well and decide to visit a doctor. During Your consultation You have been diagnosed with glandular fever. The doctor informs You that You will be unable to work for 14 weeks while You recover.
How We settle Your claim	<ul style="list-style-type: none"> <li>We pay up to 85% of Your Average Weekly Earnings (85% of \$1,000 is \$850)</li> <li>You have been out of work for 14 weeks (\$850 x 14 = \$11,900)</li> <li>We deduct the 14 days Excess Period (\$11,900 - \$1,700)</li> <li>We pay You \$10,200</li> </ul>

Claim Example 3: Personal Accident & Illness with Capital Benefit	
Excess Period	14 days
Circumstances	At work You had an accident where a chemical was sprayed directly into Your eyes. You have consulted a doctor who initially informed You that You will not be able to return to work for 7 weeks. However, after further consultation and examination it turns out that You have total loss of all sight in both eyes.
How We settle Your claim	<ul style="list-style-type: none"> <li>We pay up to 85% of Your Average Weekly Earnings (85% of \$1,000 is \$850)</li> <li>You have been out of work for 7 weeks (\$850 x 7 = \$5,950)</li> <li>We deduct the 14 days Excess Period (\$5,950 - \$1,700)</li> <li>We pay You \$4,250</li> </ul> <p>We then decide You qualify for the Capital Benefit as You have total loss of sight in both eyes. We pay You the \$100,000 Capital Benefit.</p> <ul style="list-style-type: none"> <li>The total We pay You is \$104,250</li> </ul>

Claim Example 4: Personal Accident with Motorcycling Optional Cover	
Excess Period	14 days
Circumstances	Your favourite weekend hobby is riding Your motorcycle. One weekend while out riding You had an accident and fell off Your motorcycle and broke Your leg. You have consulted a doctor and have been told it would be 12 weeks before You can go back to work.
How We settle Your claim	<ul style="list-style-type: none"> <li>We pay up to 85% of Your Average Weekly Earnings (85% of \$1,000 is \$850)</li> <li>You have been out of work for 12 weeks (\$850 x 12 = \$10,200)</li> <li>We deduct the 14 days Excess Period (\$10,200 - \$1,700)</li> <li>We pay You \$8,500</li> </ul>

## Commercial Motor Vehicles claims examples

Claim Example 1: Repairing your Vehicle	
Excess	\$650
Loss or damage	You have a crash with another vehicle. Your Vehicle is towed from the scene of the accident to a repairer. The towing cost is \$350  We decide to repair Your Vehicle.  The cost of the repairs is \$2,250
How We settle Your claim	<ul style="list-style-type: none"> <li>We pay the towing company \$350</li> <li>You need to pay the repairer the basic Excess of \$650</li> <li>We pay the repairer the cost of repairs less the Excess (\$2,250 - \$650) \$1,600</li> </ul>

Claim Example 2: Your Vehicle is a Total Loss	
Excess	\$650
Loss or damage	Your 22 year old son is driving Your Vehicle and has a crash with another vehicle. He was named as a driver on Your Policy.  Your Vehicle is towed from the scene of the accident to a repairer. The towing cost is \$300.  We decide that Your Vehicle is a Total Loss. Also, when We assessed the incident, We find that Your son was at fault.  You pay the Premium by monthly instalments from Your bank account.
How We settle Your claim	<ul style="list-style-type: none"> <li>We pay the towing company \$300</li> </ul> <p>We pay You \$12,830 as follows:</p> <ul style="list-style-type: none"> <li>Agreed Value \$14,200</li> <li>less basic Excess \$650</li> <li>less age Excess \$500</li> <li>less remaining unpaid monthly instalments \$220 for the remainder of the Period of Insurance.</li> </ul> <p>The cover for the Vehicle ends and We keep the Vehicle.</p>

## General definitions

In this Policy the intended meaning of some of the important words are shown below. These general definitions will apply to all sections of the Policy and are distinguished by a capital letter.

Other words may be defined within specific sections that form part of this Policy. You will find these at the beginning of each section and only apply to that section. If there is a specific definition in any section it shall take precedence over these general definitions.

In this Policy the singular shall include the plural and vice versa as the context requires.

**Act of Terrorism** means an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of, or in connection with any organisation or government, which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Business** means:

All activities stated in the Certificate of Insurance including:

1. the ownership and occupation of Business Premises by the Insured
2. the provision of any sponsorship, charitable donations, or attendance at any charitable event or gala
3. canteen, social, sports, welfare, childcare services or other activities for the Insured's employees
4. first aid, fire and ambulance services provided by the Insured for the Insured's own internal purposes
5. private work undertaken by employees for any director, partner, officer or executive of the Insured.

**Business Hours** means Your usual trading hours or whilst You or employees authorised by You are on the Business Premises for the purposes of the Business.

**Business Premises** means the buildings, outbuildings, yards and land used by You for Your Business at the Situation.

**Certificate of Insurance** means the certificate issued by Us which forms part of this Policy and shows Your policy number, the Premium, the insurance cover selected by You, and any special terms, limits, conditions, exclusions or endorsements.

**Combined Contents & Stock** means Contents and Stock as defined in this Policy.

**Computer Virus** means unauthorised intrusive codes, programming or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained, and which destroys or alters the host program, other computer code, or data causing undesired program or computer system operations.

**Contamination** means the discharge, dispersal, release or escape of Pollutants into or upon any property or land or into the atmosphere or any watercourse or body of water (including ground water).

**Contents** means the items belonging to You or for which You are legally responsible, or have assumed a responsibility to insure, described below:

1. furniture, furnishings, carpets, curtains, internal blinds

Claim Example 3: Stolen Vehicle with a New Replacement Vehicle	
Excess	\$650
Loss or damage	Your Vehicle is stolen and not recovered. It was only 7 months old.  You choose to replace Your Vehicle with a new one under the additional benefit "New Vehicle option".  You receive a refund of \$250 for the unused portion of Your compulsory third party insurance.  We arrange a hire car for You.
How We settle Your claim	We arrange for: <ul style="list-style-type: none"> <li>• Your replacement vehicle</li> <li>• new registration and compulsory third party insurance for that vehicle</li> <li>• You to hire a car for up to 21 days until We settle Your claim.</li> </ul> You need to: <ul style="list-style-type: none"> <li>• pay Us Your basic Excess of \$650, and</li> <li>• pay Us Your compulsory third party insurance refund of \$250.</li> </ul>

Claim Example 4: Liability claim for damage to someone else's property	
Excess	\$650
Loss or damage	You lose control of Your Vehicle and crash into someone's front fence and garden. A court decides that You are liable to pay \$8,000 for the claim made against You by the home owner.
How We settle Your claim	<ul style="list-style-type: none"> <li>• You need to pay Us the basic Excess of \$650</li> <li>• We pay the owner of the home \$8,000</li> <li>• We pay Our lawyers \$1,500 for acting on Your behalf</li> </ul>

## Business Insurance Policy – General provisions

The following general provisions apply to all sections of the Policy.

### Our agreement with You

If You have paid, or agreed to pay Us the Premium, We will cover You in accordance with the terms and conditions of the Policy that apply to the covers selected by You and specified in Your Certificate of Insurance.

The insurance We provide in each section of this Policy is subject to the terms, conditions, exclusions and limits set out in that section together with the general definitions, general exclusions, general conditions in this section of the Policy, and any endorsements or clauses shown in Your Certificate of Insurance.

You, or any other person insured under this Policy, must comply with all applicable terms, conditions, exclusions, limits, clauses and endorsements, otherwise Your claim may not be covered under this Policy.

2. machinery, machinery foundations settings and beddings, plant, tools, instruments and utensils of trade, non-fixed or portable equipment, office equipment, safes, strongrooms, fire extinguishment equipment and electronic surveillance equipment
3. computers, all equipment connected to and operating from computers and all discs, tapes, cards or other materials used for storing data
4. advertising material and display equipment
5. any of the following:
  - a) Documents, but only for their value as stationery
  - b) patterns, models, moulds, designs
  - c) unused books, books of reference, stationery
6. any of the following:
  - a) paintings, curios, works of art, tapestries, Persian and similar rugs or carpets to an amount not exceeding \$25,000 any one item, pair, set or collection
  - b) jewellery, furs, bullion, precious metals, unset precious stones, stamp or coin collections to an amount not exceeding \$10,000 for any one item, pair, set or collection, unless the item, pair, set or collection is insured for a separate sum as a Specified Item. If an item forms part of a pair, set or collection, the value of the entire pair, set or collection is to be considered in determining the value of any item alone
7. plants, shrubs and trees whilst in the buildings to an amount not exceeding \$2,500 for any one item
8. where You are a tenant of leased or rented premises:
  - a) landlord's fixtures and fittings other than breakage of glass for which You are liable under the terms of a lease or similar agreement
  - b) fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for Your own use
9. property of Your welfare, sports or social clubs.

But Contents does not include:

1. Stock unless the Certificate of Insurance states cover as Combined Contents & Stock
2. Specified Items
3. any of the following:
  - a) Watercraft, aircraft, registered mobile plant, Vehicles, motorcycles, trailers, caravans or rolling stock, including accessories, tools and spare parts whilst attached to or within the Watercraft, aircraft, registered mobile plant, Vehicle, motorcycle, trailer, caravan or rolling stock
  - b) any living creature or organism, except laboratory cultures, Stock of foodstuffs, Stock of nursery plants or Stock of a pet shop
  - c) growing crops and pastures
  - d) plants, shrubs and trees growing in the open air other than as provided for under Section 1 Property additional benefits 12. Landscaping, and
  - e) Money belonging to the owners, partners, proprietors, directors or employees of Your Business, unless insured as Specified Items.

This definition of Contents is subject to clause 12. Designation of property in the general conditions in the general provisions section of the Policy.

**Damage** (with 'damaged' having a corresponding meaning) means physical loss, damage or destruction. Damage does not mean loss caused by burglary or theft or burglary or theft itself.

**Documents** means written or printed deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, documents or forms of any nature whatsoever, (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts) all belonging to You, or in Your custody, or for which You are legally responsible or have assumed a responsibility to insure.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic or electromechanical data processing or electronically controlled equipment.

**Excess** means the sum shown in the Certificate of Insurance, this Policy, or an endorsement to this Policy which You must pay in respect of each occurrence or event giving rise to a claim.

Where a claim or series of claims, that result from one original source or cause is made in respect of Section 1 Property, Section 2 Business Interruption, Section 3 Theft & Money, Section 4 Glass and Section 8 Computer & Electronic Equipment Part A, or any of them, the Excess applicable shall not be aggregated and the highest single level of Excess only shall apply.

Where a claim only arises under an additional benefit, the Excess amount will be deducted from the claim before the Sum Insured provided for that additional benefit, is applied.

With respect to Section 5 General & Products Liability, the Excess applies to all amounts for which We will be liable, including the indemnity provided under Defence costs and expenses, or any investigation costs associated with the claim.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified)
- a river (whether or not it has been altered or modified)
- a creek (whether or not it has been altered or modified)
- another natural watercourse (whether or not it is has been altered or modified)
- a reservoir
- a canal
- a dam.

**Money** means current coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, money orders, negotiable and nonnegotiable securities and other like documents of value, phone cards and/or stored value cards, unused postage and revenue stamps, public transport tickets, private transport tickets (excluding airline tickets), bridge or highway tokens, car wash tokens, lottery tickets, authorised gift vouchers, discount vouchers from external parties, contents of franking machines, and includes cash boxes, alarm bags, or any other portable container used to convey money all belonging to You, or for which You are legally responsible, or have assumed a responsibility to insure, but does not mean any of these in the possession of or carried by professional money carriers, professional carriers or common carriers.

**Period of Insurance** means the period specified in the Certificate of Insurance during which cover is provided by the Policy.

**Policy** means this document, the Certificate of Insurance and any attachment, endorsement or memoranda affixed, and any future documents issued to You which amends the Policy wording or Certificate of Insurance. Together they form the insurance contract.

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

**Premium** means the amount payable by You for the insurance provided by Us under this Policy.

**Property Insured** means buildings, Contents, Specified Items, Stock, Combined Contents and Stock, tobacco, cigars, cigarettes and items as specified in the Certificate of Insurance and used in Your Business.

**Proposal** means the form completed by You giving answers, particulars, and statements in respect of the insurance required by You.

**Situation** means the locations set out as the situation in the Certificate of Insurance.

**Specified Items** means property specifically described in the Certificate of Insurance under Specified Items.

**Stock** means the items belonging to You or for which You are legally responsible, or have assumed a responsibility to insure, described below:

1. merchandise or materials of trade manufactured, raw materials or materials in the course of manufacture
2. materials used in manufacture and packing
3. consignment stock
4. goods held in trust or on commission
5. pallets and containers
6. consumable materials used in the operation of machinery, and
7. goods on lay-by, or held for repair or service, and including Your liability for customs, excise and other duties which You may become liable to pay as a result of Damage to Stock.

But Stock does not mean:

1. under Section 3 Part A Theft only, tobacco, cigars and cigarettes unless specified in the Certificate of Insurance
2. Specified Items, and
3. Contents unless the Certificate of Insurance states cover as Combined Contents & Stock.

**Sum Insured or Limit of Liability** means the amount specified in the Certificate of Insurance.

**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 to be utilised in conjunction with or drawn by any such machine.

**Watercraft** means any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

**We, Us, or Our**

The Policy issuer named on the back cover of this PDS

**You, Your, Yours or Insured** means each person, company, or other entity specified in the Certificate of Insurance as being insured under this Policy.

## General exclusions

### 1. War, terrorism, confiscation & nuclear

We will not be liable for:

- a) any loss, Damage or liability directly or indirectly caused or occasioned by, in any way connected with or happening through or in consequence of or arising from any 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
- b) any death, injury, illness, loss or Damage directly or indirectly caused or contributed by, in any way connected with or arising or resulting from:
  - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently, or
  - ii. any action in controlling, preventing, suppressing, retaliating against or responding to any Act of Terrorism.

However, this exclusion 1. b) will not apply to Section 3 Theft & Money, Section 4 Glass or Section 9 Portable Property.

- c) any loss, Damage or liability directly or indirectly caused by or arising from confiscation or nationalisation, or requisition or destruction of or Damage to property by or under the orders of any government or public or local authority however, this exclusion will not apply to Damage that occurs as a result of such an order if it prevents or attempts to prevent fire or other Damage covered by this Policy
- d) any loss, Damage or liability directly or indirectly caused by, in any way connected with operations employing the process of nuclear fission or fusion or handling of radioactive material, which operations include but are not limited to:
  - i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices
  - ii. the use, handling or transportation of radioactive materials, or
  - iii. the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

This exclusion does not apply to liability arising from radioisotopes 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.



## 2. Electronic data

We will not be liable for any loss, Damage or liability arising out of or in any way connected with:

- 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.

However, in the event that a Peril Listed below (being a peril insured by this Policy but for this exclusion), causes any of the matters described in a), b) or c) above, this exclusion will not apply. The Perils Listed are any of the following:

- a) fire, lightning, thunderbolt
- b) aircraft or other aerial devices or articles dropped therefrom
- c) earthquake, tsunami, subterranean fire, volcanic eruption
- d) storm, tempest, rainwater, snow, sleet, wind, hail, water
- e) liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems
- f) riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances
- g) explosion
- h) impact by Vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, Watercraft, meteorites, or
- i) theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

For the purpose of this exclusion Electronic Data means any facts, concepts and/or information converted to a form usable for communications, displays, distribution, processing by electronic and/or electromechanical data processing or electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment.

## 3. Date recognition

There is no insurance under this Policy in respect of any claim of whatsoever nature which consists of or arises directly or indirectly out of or in connection with the failure or inability of any:

- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, BIOS or other instruction set, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device, or
- b) any media or systems used in connection with any of the foregoing,

whether the property of the Insured or not, at any time to achieve fully and successfully, any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including, but without being limited to, any failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:

- a) anything referred to in a) or b) above recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time, or
- b) the operation of any command or logic that has been programmed or incorporated into anything referred to in a) or b) above.

This exclusion will not exclude any claim for subsequent Damage to any property or consequential loss which is solely and directly caused by a Defined Contingency (as defined hereunder), arising under the following Policy sections:

- Section 1 Property
- Section 2 Business Interruption
- Section 3 Theft & Money
- Section 4 Glass
- Section 7 Machinery
- Section 8 Computer & Electronic Equipment
- Section 9 Portable Property

but only to the extent that such claim would otherwise be insured under those sections.

For the purposes of this exclusion only, Defined Contingency shall mean fire, lightning, explosion (other than Damage to boilers and pressure vessels), aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, Flood, escape of water from any tank or apparatus or pipe, impact by any road Vehicle or animal, or theft (other than theft by employees).

## 4. Territorial limitations

Unless We agree in writing, We will not pay for any loss or Damage to a Vehicle or Property Insured by this Policy that is outside Australia at the time of its loss or Damage, except as specifically stated otherwise in the Policy or Certificate of Insurance.

## 5. Unoccupancy

Unless We otherwise agree in writing, We will not pay for any loss or Damage to Property Insured if the occurrence happens whilst Your Business Premises has been unoccupied for more than 90 consecutive days.

## 6. Known defects

We will not pay for loss or Damage caused by faults or defects known to You, or any employee whose knowledge in law would be deemed to be Yours, and not disclosed to Us at the time this insurance was arranged.

## 7. Intentional acts

Subject to the provisions of the Insurance Contracts Act 1984 (Cth), We will not pay for any loss or Damage caused by either Your intentional act or by the intentional act of another party committed with Your knowledge and consent, which You were capable of preventing.

# General conditions

## 1. Your duty

Our liability is conditional upon the following:

### Payment of the Premium

We may not pay any claim until You have paid the Premium.

### Changing your policy

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

### Reasonable precautions

You must take all reasonable precautions to prevent Damage to property or bodily injury and comply and ensure that Your employees and agents comply with, all statutory obligations and by-laws or regulations imposed by any public authority for the safety of property or people.

### Observance of policy terms

You and any other person who may seek indemnity from Us, must observe the terms of this Policy.

## 2. Other persons or organisations

If any person or entity shall have any interest in the Property Insured, We shall protect that interest in the event of a claim, provided that interest is disclosed in Your Business records and You shall have disclosed the nature and extent of that interest to Us at the time of notification of any claim.

Where the separate interests of more than one party in the Property Insured are insured under this Policy, any act or neglect of one party will not prejudice the rights of the remaining party or parties provided that the remaining party shall, within a reasonable time after becoming aware of any act or neglect whereby the risk of loss or Damage has increased, give notice in writing to Us and shall on demand pay such reasonable additional Premium as We may require.

You cannot transfer the Policy into someone else's name without Our written consent.

All persons entitled to claim under the Policy are bound by the terms and conditions of the Policy.

When a claim is paid under the Policy and is also recoverable under another policy or policies, You agree to permit Us to seek contribution from the other insurer or insurers to the extent permitted by law.

## 3. Our rights of conduct and recovery

Subject to the provisions of the Insurance Contracts Act 1984 (Cth), We have the right to recover or obtain contribution from any person against whom You may be able to claim, and We have the right to take action in Your name. We shall have full discretion in the conduct, defence or settlement of any claim.

You and any other person entitled to benefit under this Policy must not hinder these rights and must give all such information and cooperation as We may require.

## 4. Jurisdiction

Any dispute arising from or under this Policy will be determined by Australian courts, and in accordance with the laws of the State or Territory of Australia in which the Policy was issued.

## 5. Cancellation

The Policy may be cancelled by:

- a) You at any time by notifying Us in writing. We will refund the Premium for the unexpired Period of Insurance
- b) Us, only where allowed by the Insurance Contracts Act 1984 (Cth). We will refund the Premium for the unexpired Period of Insurance.

## 6. Inspections

We, or agents appointed by Us, have the right to inspect and examine, by mutual appointment, any Property Insured. Any such inspection shall not amount to a representation as to the ownership, fitness for purpose, quality or safety of the Property Insured inspected.

## 7. Joint insurance – Non imputation

Where this insurance is arranged in the joint names of more than one Insured, as described in the definition of You, it is hereby declared and agreed that:

- a) each Insured shall be covered as if they made their 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.

## 8. Payment by instalments

If You are paying the Premium by instalments:

- a) and an instalment is overdue for a period of 14 days or longer, any claim arising from an event occurring after the due date of the instalment may be refused
- b) and an instalment is overdue for a period of 30 days or longer, We may cancel the Policy by giving notice, and
- c) all outstanding instalments will be deducted from any total loss settlement.

## 9. Payment of rewards

In addition to the amount of cover provided in each section, We will pay up to \$5,000 for the reimbursement of any public reward expense paid by You to recover property or to identify the offenders responsible following Damage to Property Insured for which a claim has been paid under Section 1 Property, Section 3 Theft & Money, Section 4 Glass or Section 8 Computer & Electronic Equipment.

Provided that:

- a) the terms of the reward are agreed by Us and approved by the relevant authority before being offered, and
- b) no such payment shall be made by You unless the value of the property recovered exceeds the reward.

We shall not unreasonably withhold or refuse consent to the terms of any reward payable under this condition.

## 10. Claim preparation expenses

We will pay for costs necessarily and reasonably incurred for the preparation of a claim for which We agree to indemnify You under this Policy. The most We will pay is \$25,000 in total for any one claim, unless a higher amount is included in the particular section of the Policy under which the claim is made.

Provided that before You incur these claim preparation costs You obtain Our written approval to incur these costs.

This benefit is in addition to any Limit of Liability or Sum Insured payable under any Policy section.

## 11. Breach of condition or warranty

Breach of a condition or warranty without Your knowledge or consent or error in name, description or Situation of Property Insured will not prejudice Your rights under this Policy provided notice in writing is given to Us when such breach or error comes to Your knowledge. Reasonable additional Premium shall be paid if required by Us, from the date of such breach or error.

## 12. Designation of property

For the purpose of determining under which item any property is insured, We agree to accept the designation under which such property appears in Your books of account.

Provided always that this general condition shall not apply to Section 3 Theft & Money with respect to tobacco, products containing tobacco, cigars and cigarettes.

Furthermore, under Section 3 Theft & Money, Stock does not include tobacco, products containing tobacco, cigars and cigarettes unless they are specified on the current Certificate of Insurance.

## 13. Reinstatement of Sum Insured

In the event of Damage insured under one or more of Section 1 Property, Section 2 Business interruption, Section 3 Theft & Money, Section 4 Glass, Section 7 Machinery - Deterioration of Goods in Cold Chamber or Section 8 Computer & Electronic Equipment of this

Policy, the amount by which the Sum Insured or Limit of Liability is reduced as a consequence of the Damage will be automatically reinstated as from the date of Damage provided that:

- a) there is no written request from You or written notice by Us to the contrary
- b) the section is an operative section of the Policy, and
- c) You pay the Premium which We require for the reinstatement.

## 14. Sale of salvage

We will not sell or dispose of any salvage without giving You the opportunity to buy it at its salvage value, provided that this condition does not allow You to abandon the property to Us.

## 15. Waiver of subrogation rights

We may not be liable to pay any benefits under this Policy for loss, Damage or liability if You agree, or have agreed, to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss, Damage or liability however:

- a) We shall waive any rights and remedies or relief to which We are or may become entitled by subrogation against:
  - i. any co-insured including directors, officers and employees
  - ii. any corporation or entity, including directors, officers and employees, owned or controlled by any Insured, or against, any co-owner of the Property Insured.
- b) You may without prejudicing Your position under this Policy:
  - i. release any statutory governmental, semi governmental or municipal authority from any liability if required at law to do so
  - ii. agree to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause
  - iii. agree to enter into a lease for occupancy of any building or part of a building, or a lease, or hiring of property where the terms of the lease, or hiring, include a disclaimer clause in favour of the lessor or the owner.

## 16. Our maximum liability

Except as otherwise stated elsewhere in this Policy, the maximum amount We will pay will not exceed the amount stated in the Certificate of Insurance as the Sum Insured or the Limit of Liability for those sections selected. In addition, We will also pay other amounts as provided for under additional benefits, variations & extensions or endorsements applicable to a Policy section. In respect of any additional benefit, the amounts payable will be included in the Sum Insured unless such benefit is specifically noted as being in addition to the Sum Insured.

The Sum Insured and Limits of Liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.



## 17. Currency

The currency applicable to this Policy shall be in Australian Dollars (AUD) and all references to dollar amounts will be taken to be AUD unless otherwise stated.

## 18. Delay of cover

We will not provide any cover, for a period of 48 hours from the time of the commencement of Your insurance, for Damage or loss caused by:

- a) bushfire or grassfire, or
- b) a named cyclone.

This exclusion does not apply, however, if this insurance commences directly after:

- a) another insurance policy covering the same property expired, without a break in cover
- b) You have entered into a contract of sale to purchase the property, or
- c) You have entered into a contract to lease the property.

## 19. Alterations to Your Business

To ensure continued cover under this Policy, it is important that You advise Us immediately of any changes to Your Business that may result in an increased chance of Damage to Property Insured or liability to third parties. Some examples of changes of which You should notify Us are:

- a) changes in Your name or directors or partners
- b) changes to the address or Situation of Your Business
- c) changes in the nature of Your Business or trade or occupation
- d) alterations in construction of the Business Premises
- e) new Business products not previously disclosed to Us.

When We receive notification of a change, We may decide to either:

- a) adjust the Premium or terms of the Policy, or
- b) cancel the Policy if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

## Claims procedures

**NOTE: Failure to forward to Us any writ or summons served upon You within the time stipulated may result in Us refusing to indemnify You.**

1. As soon as possible after the happening of any occurrence, accident or event that may give rise to a claim against You or Us, You or Your legal representative must:
  - a) advise details to Us, and then send written confirmation within 30 days
  - b) take all reasonable steps to minimise the loss, Damage or liability, and to prevent any further loss, Damage or liability. We will not be liable in respect of any further Damage arising out of the continued use of Damaged property, until such property is repaired to Our satisfaction

- c) use best endeavours to preserve any Damaged or defective appliances, plant or things that might prove necessary or useful by way of evidence in connection with any claim and, so far as possible, with due regard for safety, no alteration or repair shall be made without Our consent
  - d) retain all Damaged property for inspection by Us
  - e) advise the nearest police station in the case of property lost, stolen or vandalised, and obtain a written police report if requested by Us
  - f) advise Us of any impending prosecution or inquest
  - g) forward to Us every communication, writ or summons within 72 hours of receipt by You or service upon You.
2. Where a claim arises, You must not authorise repairs to, or arrange replacement of, any of the property relevant to the claim without Our consent other than as provided for under 1.c) above.
  3. Subject to the provisions of the Insurance Contracts Act 1984 (Cth), You, or any person making a claim under this Policy, must not make any admission of liability or payment or promise or offer of payment in connection with any such claim, without Our written consent.
  4. At Your own expense, You will provide Us with such books of account and other Business books, computer records, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence together with a statutory declaration as We may require for the purpose of investigating or verifying a claim under this Policy and You and Your accountants must cooperate fully in this regard.
  5. You, or any other person entitled to claim under this Policy, must furnish Us with a statement giving details of other insurances that may also provide cover on any property or liability hereby insured.
  6. If We agree to indemnify You under any section of this Policy in respect of a claim, We may make progress payments to You on account of that claim at such intervals and for such amounts as may be mutually agreed.
  7. 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 that You are, or will be, or would have been entitled to under A New Tax 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 the payment by the amount of any input tax credit that You 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.

# Section 1 Property

## Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

## Cover

We will indemnify You for Damage not otherwise excluded to Property Insured, whilst at the Situation.

The amount of indemnity will be determined in accordance with the settlement of claims clause. In respect of Accidental Damage, the most We will pay is \$250,000 or any amount shown in the Certificate of Insurance.

## Definitions

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Accidental Damage** means Damage to the Property Insured caused by any peril or circumstance, but the following are not Accidental Damage:

1. any Damage more specifically covered or excluded by this Policy, or
2. any Damage caused by any of the following perils:  
fire, lightning, thunderbolt, earthquake, subterranean fire and/or volcanic eruption, aircraft and/or other aerial devices and/or articles dropped or falling from them and/or impact by space debris, sonic boom, explosion, implosion or collapse, smoke and/or steam, spontaneous fermentation or heating, spontaneous combustion, subsidence, earth movement or collapse resulting therefrom or landslip, Flood, water from or action of the sea, tsunami, tidal wave or high water, storm, tempest, wind, hail and/or rainwater, water and/or other substance discharged, overflowing and/or leaking from apparatus, appliances, pipes, sprinkler and/or any other system, the acts of persons taking part in riots or civil commotions or the acts of strikers or locked out workers or persons taking part in labour disturbances, the acts of malicious persons, the acts of any lawfully constituted authority in connection with any of the foregoing acts or in connection with any conflagration or other catastrophe, impact by any Watercraft, Vehicles or animals, burglary, theft, breakage of glass, loss of Money, fraudulent or dishonest acts, fusion, or
3. any Damage to Property Insured while undergoing any process where Damage results from it being processed.

**Buildings** means the property belonging to You or for which You are legally responsible, or for which You have assumed a responsibility to insure, described below:

1. the building together with outbuildings, foundations, annexes and gangways

2. structural improvements including:
  - a) fixtures, lifts, elevators, escalators and equipment all permanently fixed and non-portable
  - b) paths, driveways, car parks, driveway aprons, terraces, walls, gates, fences, letterboxes, signs, exterior lights, masts, antennae and aerials, storage tanks including fixed attachments and fixed accessories thereof, and
  - c) swimming pools, saunas and spas all permanently fixed including fixed attachments and fixed accessories thereof
3. materials and supplies intended for use in the construction, erection, repair of, or alteration and addition to, the Building to an amount not exceeding 20% of the Sum Insured on Buildings, or \$500,000, whichever is the lesser
4. pipes, ducts, wires, cables, meters, and switches used in connection with the provision of lighting, heating, cooling, communication, water supply, drainage, sewerage and other services
5. any of the following:
  - a) room heaters, stoves, air-conditioners, fans, light fittings and hot water services permanently fixed and non-portable
  - b) other fixed (non-portable) apparatus or appliances attached to the gas, plumbing, drainage or sewerage system, or to the electrical system (other than by means of a flexible or tensile cord to a power point)
  - c) fuel tanks (above or underground)
6. exterior blinds, awnings and shade cloth
7. fixed coverings to walls, floors and ceilings but excluding fixed carpets other than landlord's fixed carpets
8. fire extinguishment equipment or electronic surveillance equipment installed in or on the Building.

But Buildings does not include:

1. bridges, canals, roadways and tunnels, dams and reservoirs (other than storage tanks), and their contents. But this exclusion does not apply to walks, patios, paths, driveways, car parks, driveway aprons or other paved surfaces at an insured Situation
2. railway tracks other than on the Business Premises occupied or used by You for the purpose of Your Business
3. land, water, unmined or unrecovered oil, gas and mineral deposits, provided that this exclusion shall not apply to structural improvements on or in the land if they are not otherwise excluded in this Policy
4. Contents, or
5. Stock.

This definition of Buildings is subject to the clause 12. Designation of property in the general conditions in the general provisions section of the Policy.

**Catastrophe** means an event causing Damage to Property Insured and declared by a government authority as a catastrophe or emergency.

**Debris** means the residue of Damaged Property Insured excluding any material that is itself a Pollutant and which is deposited beyond the boundaries of the Situation.

**Full Insurable Value** means the amount that would be required as the Sum Insured, sufficient to allow Us to fully indemnify You for a total loss within the terms of this section.

**Removal of debris** means:

1. the removal, storage and disposal of debris and of anything that caused insured Damage, from the Situation
2. the removal, storage and disposal of debris from premises, roadways, services, railways or waterways owned by any other person or entity, where You are liable at law to remove, store or dispose of such debris as a result of insured Damage, together with the cost of cleaning up, but provided that such liability has not arisen as a result of any agreement made by You unless liability would have attached in the absence of such agreement
3. the demolition, dismantling, shoring up, propping or underpinning of Property Insured or the carrying out of other temporary repairs to Property Insured as a result of insured Damage
4. the demolition and removal of Property Insured that is necessary for the purpose of repair or replacement as a result of insured Damage.

**Rent** means:

1. the amount receivable by You in accordance with a lease or agreement existing at the time of Damage to the Buildings, or
2. the amount at reasonable market value payable by You for alternative accommodation where, at the time of Damage to the Buildings, the Buildings are occupied wholly or in part by You.

## Settlement of claims

For the purpose of these settlement of claims clauses only in this section the following capitalised words have the following meaning:

**Replacement Cost** means the cost necessary to replace, repair or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition when new.

**Indemnity Value** means the cost necessary to reinstate, replace or repair the Property Insured to a condition substantially the same as but not better or more extensive than its condition at the time of the Damage, taking into consideration age, condition and remaining useful life.

In the event of a claim the following clauses apply.

### 1. Buildings, Contents or Specified Items

Where the Certificate of Insurance indicates that Replacement Cost applies, the amount payable will be the Replacement Cost. The work of rebuilding, replacing, repairing, or restoring (which may be carried out upon another site, and in any manner suitable to Your requirements, but subject to Our liability not being thereby increased), must be commenced and carried out with due diligence, failing which We will not be liable to make any payment beyond the amount that would have been payable had Replacement Cost not been shown in the Certificate of Insurance.

### 2. Extra cost of reinstatement

Where the Certificate of Insurance indicates that Replacement Cost applies, We will also pay the extra Replacement Cost including any demolition or dismantling of the Buildings, Contents or Specified Items, incurred to comply with the requirements of any lawful authority. Provided that:

- a) the work of reinstatement (which may be carried out wholly or partially upon another site if the lawful authority so requires, but subject to Our liability not being thereby increased), must be commenced and carried out with due diligence, failing which We will not be liable to make any payment beyond the amount that would have been payable under settlement of claims clause 4. Indemnity value below
- b) the amount payable will not include the additional cost incurred in complying with requirements of any lawful authority, or requirements with which You had been duly required to comply prior to the happening of the event causing the Damage
- c) underinsurance/average will not be applied to the amount payable under this clause 2. Extra cost of reinstatement
- d) if the cost of reinstatement, repair or replacement is less than 50% of the Full Insurable Value of the Buildings, Contents or Specified Items, the amount payable under this clause 2.d) is limited to the extra cost necessarily incurred in reinstating the Damaged portion only.

### 3. Heritage building

Where the Certificate of Insurance indicates that Replacement Cost applies to any Building that is subject to any heritage listing or protection and You choose to rebuild, replace or repair the Building at the same Situation, We will also pay:

- a) the extra cost of repairing, replacing or reinstating the Building, that are related to obtaining special materials or employing specialised labour to match up or reproduce unique or distinctive ornamental or architectural features of the Building to comply with standards imposed by any lawful heritage protection authority
- b) notwithstanding a), We will not pay more than the cost necessary to rebuild, replace or repair any such heritage listed Building to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials if the original materials are not available.

### 4. Indemnity Value

Where the Certificate of Insurance indicates that Indemnity Value applies, We will, at Our option:

- a) reinstate, replace or repair Buildings, Contents or Specified Items insured or any part thereof, subject to an allowance for age, condition and remaining useful life, or
- b) pay the cost of such reinstatement, replacement or repair of such Buildings, Contents or Specified Items to a condition substantially the same as but not better or more extensive than its condition at the time of the Damage, taking into consideration

age, condition and remaining useful life, but We will not be liable to make any payment until the cost of reinstatement, replacement or repair is actually incurred, or

- c) pay You the cost of such reinstatement, replacement or repair, whichever is less, or
- d) pay You the Indemnity Value of such Buildings, Contents or Specified Items at the time of the Damage.

We will pay for rebuilding at another situation in Australia following Damage to a Building that is insured by this section. Provided that:

- a) We will not pay more than the cost that would have been incurred if reinstatement of the Building that is Damaged had taken place at the Situation where the Damage happened, and
- b) if the actual cost of rebuilding is less than the cost of reinstatement at the Situation where the Damage happened, then Our payment is limited to the actual cost of rebuilding.

We will also pay, in accordance with clause 2. Extra cost of reinstatement, the additional costs required to comply with the requirements of any lawful authority, provided You were not required to comply prior to the Damage occurring.

## 5. Stock

We will pay:

- a) in the case of raw materials, supplies and other merchandise not manufactured by You, the Replacement Cost calculated at the time and place of replacement, provided that replacement shall have been carried out with reasonable dispatch, or, if not replaced, the original cost to You of such property or the Indemnity Value, whichever is the lesser
- b) in the case of materials in process of manufacture, the Replacement Cost of the raw materials and the cost of labour and other overhead charges expended on them, calculated at the time and the place of the Damage
- c) in the case of finished goods, the lesser of:
  - i. the Replacement Cost of the raw materials and the cost of labour and other overhead charges expended on them, without any allowance for profit, calculated at the time and place of the Damage, or
  - ii. the cost of restocking such goods within a reasonable time.

## 6. Rewriting of Documents

We will pay:

- a) the reasonable costs necessarily incurred in reinstating, replacing, reproducing or restoring Documents including information thereon or therein, or
- b) if You so request, the current cost of replacement of materials as blank stationery,

but excluding the value to You of the information contained on or in the Documents.

We will not be liable for reinstatement of Electronic Data stored or created more than 30 days before the date of the loss.

## 7. Removal of debris

We will pay the reasonable costs necessarily incurred in the Removal of debris.

## 8. Buildings awaiting demolition

We will pay You the salvage value of the Damaged Building materials and landlord's fixtures and fittings.

## 9. Floor Space Ratio Index

Where Buildings are Damaged, and the cost of reinstatement is more than 50% of the cost of reinstatement if the Buildings had been totally destroyed, and reinstatement of such Damage is limited or restricted by:

- a) any Act of Parliament or regulation thereunder, or
- b) any by-law or regulation of any municipal or other statutory authority,

resulting in either case in the reduction of the floor space ratio index (plot ratio) of the site, then We shall pay in addition to the amount payable on reinstatement of such Buildings, the difference between:

- a) the actual costs incurred in reinstatement subject to the reduced plot ratio, and
- b) the estimated cost of reinstatement at the time of Damage had the reduced plot ratio not applied.

This is provided that Our total liability for reinstatement or replacement value, additional costs of compliance and under this floor space ratio index clause shall not exceed the Sum Insured in respect of the Buildings which are the subject of the claim.

## 10. Output replacement clause

If Property Insured that consists of equipment, machinery or plant, having a measurable function, capability or output, has been insured for Replacement Cost and if, in the settlement of the claim, it is necessary to replace such property with a new item or items that perform a similar function or functions, the basis of settlement of the claim will be:

- a) if property is to be replaced by an item or items that have the same or a lesser total function, the amount payable under the settlement of claims clause is the new installed cost of such replacement item or items as would give the same total function, capability or output as such property
- b) if property is to be replaced by an item or items that have a greater total function, capability or output, and the new installed cost of such replacement property is no greater than the Replacement Cost of the property, the amount payable under the settlement of claims clause is the new installed cost of the item or items so, replaced
- c) if property is to be replaced by an item or items that have a greater total function, capability or output and the new installed cost of such replacement property is greater than the Replacement Cost of the property, the amount payable under the settlement of claims clause is the lesser of the Replacement Cost, or that proportion of the new installed cost of the replacement item or items which the output of the property Damaged bears to the output of the replacement item or items.



## Additional benefits

The following additional benefits are available if You have selected this section.

### 1. Architects, surveyors & other professionals fees

Where We have agreed to indemnify You for a claim under this section and the Sum Insured is not otherwise exhausted, the insurance under this section is extended to include legal fees, fees of architects, surveyors and consulting engineers, and salaries of clerks of works for estimates, plans, specifications, quantities, tenders and supervision, necessarily incurred in the reinstatement or repair of the Buildings, Contents and Specified Items insured as a result of such Damage. Cover under this additional benefit does not include costs, fees or other expenses for preparing a claim made under this section.

If the Sum Insured has been exhausted, then We will pay up to \$25,000 in addition to the Sum Insured for these costs.

### 2. Undamaged foundations

Where a Building or an installation constructed on its own foundations is Damaged in circumstances for which a claim is payable under this section, but its foundations are not destroyed and, due to legal requirements, reinstatement of the Buildings has been carried out upon another site, the abandoned foundations shall be considered as having been destroyed.

If, however, the resale value of the original building site is increased by virtue of the presence of the abandoned foundations, then such increase in resale value shall be regarded as salvage and that amount shall be paid to Us by You upon completion of the sale of the site or shall be deducted from the final amount of any money payable by Us under this section, whichever shall occur later.

### 3. Change in description

If You:

- a) change Your processes or machinery, or
- b) make structural changes to Buildings, Contents or Specified Items, then

We will hold You covered for 30 days from the date the changes are commenced. The most We will pay for any change under this additional benefit is \$50,000. You must notify Us of the change within 30 days of the change. At the time You notify Us of the change We will decide whether or not to accept Your proposed alteration to the Policy and in response We may:

- a) charge an additional Premium, or
- b) alter the terms of the section, or
- c) cancel the Policy if We are entitled to do so.

### 4. Rewriting of records

We will pay You, in addition to Your Sum Insured, up to \$25,000 for rewriting of records, for clerical and professional costs incurred by You to rewrite Your necessary Business records if they are Damaged, whilst located at Your Business Premises or offsite anywhere in Australia, by an occurrence which You are covered for under this section. We will not pay You for any financial loss caused by the loss of Your Business records under this additional benefit.

### 5. Discharge of mortgage

Where the Sum Insured is not otherwise exhausted, then We will pay up to the balance of the Sum Insured for the reasonable legal costs to discharge a mortgage or mortgages on Buildings or Contents following settlement of a claim on the basis of a total loss, whether actual or constructive total loss.

When the Sum Insured is exhausted, then in respect of the discharge of a mortgage on Buildings only, We will pay up to 10% of the total Sum Insured in addition to the Sum Insured on Buildings following settlement of a claim on the basis of a total loss, whether actual or constructive total loss.

### 6. Fire extinguishment costs

We will pay costs and expenses, including wages of Your employees, up to \$50,000, which is in addition to the Sum Insured, necessarily and reasonably incurred:

- a) in extinguishing fire at or in the vicinity of, and threatening to involve, the Property Insured
- b) in preventing or diminishing imminent Damage to the Property Insured
- c) in gaining access consequent upon Damage to the Property Insured
- d) in the replenishment of fire-fighting appliances and apparatus
- e) for the purpose of shutting off the supply of water or other substances that are accidentally discharged from any fire protective equipment or otherwise
- f) in the Removal of debris from the Situation by fire brigade services
- g) for which You are liable under any fire brigade Act or similar legislation following circumstances described in a) - c) above.

Payment under this additional benefit is not dependent on Damage to Property Insured.

### 7. Temporary protection and security guard

If Property Insured has been Damaged and is covered by this section, We will pay for the cost of temporary protection, including employment of security guards to safeguard the Property Insured:

- a) where the Sum Insured is not otherwise exhausted, We will pay the reasonable costs and expenses reasonably incurred, and
- b) when the Sum Insured becomes exhausted, We will pay an additional amount of up to \$25,000.

If an occurrence results in a claim paid under this section and another section of the Policy, the highest single limit under the additional benefits applies. The benefits of temporary protection and security guard shall not be cumulative under this Policy.

### 8. Temporary removal

We also cover Property Insured while temporarily removed to any other premises within Australia.

Provided that:

- a) We will not cover Vehicles or trailers, Watercraft, caravans or motorcycles unless they are:
  - i. Stock in trade of the Business, or
  - ii. forklift trucks or similar appliances that are normally used for hauling or lifting goods at Your Business Premises.
- b) We will not cover Stock in trade that is on consignment to other parties unless it is owned by You or is property for which You are responsible
- c) the maximum amount We will pay for this additional benefit will be 20% of the Sum Insured
- d) this additional benefit will not apply to any Property Insured, which has been removed for a period greater than 90 days without Our prior written consent.

## 9. Exploratory costs

Where the Sum Insured has not otherwise been exhausted, We will pay the reasonable cost of identifying and locating the source of the Damage for which a claim is payable, where such Damage is caused by discharge, overflowing or leakage from fixed apparatus, fixed appliances, fixed pipes or other systems used to hold or carry liquid of any kind, but We will not pay for the repair or replacement of such apparatus, appliances, pipes or other systems that give rise to the Damage.

## 10. Government fees

Where the Sum Insured has not otherwise been exhausted, We will pay any fee, contribution or other impost payable to any government, local government or other statutory authority, incurred by You because payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to repair or replace any Buildings insured under this section. We shall not be liable for payment of any fine or penalty imposed by such authorities.

## 11. Removal of Debris

This cover is in addition to that provided under the settlement of claims clause 7. Removal of debris in this section.

If Property Insured has been Damaged and is covered under this section, We will pay the reasonable costs incurred for the Removal of debris from the Business Premises. We will also pay for Your legal liability for the cost of removal of Debris from adjoining premises, property, services, roadways and waterways as well as on the site. We will pay You in addition to the Sum Insured, an amount up to:

- a) \$50,000 or 20% of the total Sum Insured on Building and Contents shown in the Certificate of Insurance for the Damaged Property Insured whichever is the lesser, or
- b) if this is insufficient and You have not exhausted Your Sum Insured on the Damaged items requiring demolition and/or Removal of debris, We will pay up to the remaining balance of the Sum Insured.

## 12. Landscaping

We will pay the cost of repairing Damage to landscaping caused by an insured event other than storm, tempest, rainwater, wind, snow, sleet and hail. Landscaping includes growing plants, shrubs, garden plots and lawns (including rock work, retaining walls, ornamentation and edging pertaining thereto), and resultant expenses necessarily incurred in cleaning, clearing and/or repairing drains, gutters, sewers and the like, all contained in, or on, or forming part of, or implicitly pertaining to, the Buildings insured.

The most We will pay under this additional benefit for any one event is \$50,000.

## 13. Seasonal increase

The Sum Insured for Stock will automatically increase by 50% during the following three periods:

- a) 60 days before Christmas Day and for 21 days following Christmas Day
- b) 42 days before Good Friday and 10 days following Good Friday, and
- c) 42 days before any celebrated event of a festive, religious or ethnic nature other than Christmas or Easter where You can reasonably demonstrate that the Stock levels during that period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of that festive, religious or ethnic event, and 10 days following the same festive, religious or ethnic event or celebration.

If Your Sum Insured for Stock is included in another item on the current Certificate of Insurance, We will only apply the increase to the portion of the Sum Insured which relates to Stock.

## 14. Bank holiday increase

The Sum Insured for Stock will automatically increase by 30% on:

- a) bank holidays, or
- b) gazetted public holidays (other than bank holidays), that fall on days adjacent to a weekend. If such a weekend occurs during the period specified in clause 13. Seasonal increase, only one such increase will apply.

Cover under this additional benefit will apply until the close of trading on the next business day following such bank holiday or gazetted public holiday.

If Your Sum Insured for Stock is included in another item on the current Certificate of Insurance, We will only apply the increase to the portion of the Sum Insured which relates to Stock.

## 15. Clothing, tools & personal effects

We will pay the cost of repairing or replacing clothing, tools and personal effects (excluding Money), not otherwise insured, belonging to Your social clubs, or belonging to the owners, partners, proprietors, directors or employees of Your Business if they are Damaged by an insured event whilst at the Situation up to an amount not exceeding \$5,000 for any one person.

## 16. Additional premises

We will temporarily extend cover provided by this section to property at any new situation first occupied by You during the Period of Insurance provided that:

- a) this temporary cover period is limited to the lesser of:
  - i. 60 days from the date You acquire or commence using the premises, or
  - ii. the expiry date of the current Period of Insurance, or
  - iii. the date on which the property ceases to belong to You
- b) the property is used for the Business described in the Certificate of Insurance
- c) the property is of similar type to that already insured under this section
- d) the new premises comprise Buildings of similar construction, fire and security protection as featured in any Business Premises currently described in the Certificate of Insurance, and
- e) You must provide to Us full details of the new premises within 60 days of the commencement of this temporary cover. If We agree to continue the cover, You must pay any additional Premium that We may require.

The most we will pay under this additional benefit is 50% of the highest Sum Insured for each item of property.

## 17. Loss of land value

We will pay up to \$100,000 for reduction in land value, which shall be the value certified by the Valuer General or other competent person or authority selected by Us, that results from the requirements of any statutory authority that does not allow rebuilding (or only partial rebuilding), at the Business Premises following Damage covered by this section.

Provided that:

- a) this loss of land value additional benefit shall be calculated by subtracting the land value after rebuilding or after We have agreed that rebuilding is not possible, from the land value before the Damage, and
- b) We will not pay more than 20% of the Sum Insured for Buildings at the Situation where the Damage happened.

The clause 1. Underinsurance/average in the special terms & conditions section of this section does not apply to this additional benefit, which is in addition to the Sum Insured.

For the purpose of this additional benefit, "Valuer General" means a state official, or independent statutory officer, who values property.

## 18. Property in transit

Cover is extended to include Damage caused by fire, explosion, wind, impact, acts of malicious persons, collision or overturning of the conveying Vehicle or earthquake to Property Insured that belongs to You, in transit anywhere in Australia.

Cover under this additional benefit will not apply when cover is available or has been exhausted under additional benefit clause 8. Temporary removal.

This additional benefit applies whether or not You already have a claim under this section for which We have agreed to indemnify You.

The most We will pay under this additional benefit is the lesser of 20% of the Sum Insured for Contents and Stock or \$50,000.

## 19. Environmental upgrade

If You elect to repair or replace Property Insured (including any part of the property), that is Damaged in the Period of Insurance, using, or with more environmentally friendly technology, products or materials, that improve the energy and water efficiency of the Property Insured, We will pay You up to 10% more than the amount We would otherwise have paid to repair or replace the item that is being upgraded.

## 20. Catastrophe property

If:

- a) any of Your Buildings are Damaged by any event insured under this section, and
- b) We classify such Damage as a total loss, and
- c) the event affecting the area in which Your Building is situated has been declared a Catastrophe,

then We will:

- a) increase the Sum Insured applicable to such Buildings under this section by up to 20% provided that Your Building is rebuilt, and
- b) increase the amount payable under the additional benefit 7. Temporary protection and security guard by 20%,

to cover any increase in building costs for labour and materials, and any other additional costs which may apply after the event.

Provided that:

- a) We shall not pay more than the increased building costs which are actually incurred by You
- b) We will not pay any amount under this additional benefit until You have incurred costs exceeding the Sum Insured applicable to such Building under this section. Increase in building costs means the difference between the cost of reinstatement actually incurred in accordance with the settlement of claims provisions of this section, and the cost of reinstatement that would have applied had the event not occurred, and
- c) the Sum Insured for the Property Insured accurately reflects the Full Insurable Value.

## 21. Unpacking expenses

Following a claim that is covered under this section, We will pay up to \$25,000 in addition to the Sum Insured for the cost and expenses incurred by You in taking inventory (including unpacking, repacking and restacking), to identify, quantify and value any Property Insured Damaged during the Period of Insurance including examination of Property Insured not belonging to You but in Your care, custody or control.



## 22. Expediting expenses

Following a claim that is covered under this section, We will pay the costs and expenses incurred by You for express carriage rates and extra payments for overtime or out of hours work, incurred in connection with the repair or reinstatement of the Property Insured that is Damaged.

Provided that the total additional cost for any one loss does not exceed the lesser of 50% of the cost of repairing the item or \$25,000.

## 23. Playing surfaces

We will pay up to \$50,000 for the cost of repairing Damage to outdoor playing surfaces at the Situation, caused by:

- a) vandals or malicious persons, other than You or Your guests, director's partners, officers, employees or members, or their guests
- b) fire occurring to Property Insured at the Situation for which We have admitted liability under this section, or
- c) the action of the fire-fighting services, police or other emergency services in attending to their duties at the Situation.

This additional benefit is provided in addition to the Sum Insured.

## 24. Prevention of imminent damage

We will pay up to \$50,000 for necessary costs You incur to extinguish a fire on or in the vicinity of Your Business Premises which causes or threatens Damage to Property Insured or for necessary costs to prevent or diminish imminent Damage to Your Property Insured by any other insured peril.

We will not pay under this additional benefit for:

- a) any fines, penalties or liability incurred by You, or
- b) any loss or Damage to Your Property Insured.

This additional benefit is provided in addition to the Sum Insured.

## Exclusions

We will not pay You under this section for Damage caused by, or as a consequence of:

### 1. Process heating

heating or any process involving the direct application of heat.

### 2. Action of the sea

action of the sea, tidal wave or high water unless it happens immediately following, and is as a result of, an earthquake, earth tremor or seismological disturbance under the sea.

### 3. Storm surge

storm surge being the increase in sea level that usually occurs, but not necessarily, in connection with an intense storm or cyclone.

### 4. Flood

Flood.

### 5. Employee dishonesty

fraudulent misappropriation, embezzlement, fraud, forgery, erasure, counterfeiting or dishonest acts committed by You or by any of Your employees acting alone or in collusion with any other person or persons.

### 6. Unexplained shortages

unexplained disappearance or unexplained inventory shortage, whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to or by You.

### 7. Incorrect siting

incorrect siting of Buildings as a result of error in architectural design or specification, faulty workmanship or non-compliance with the requirements of any government, local government or statutory authority.

### 8. Government approved demolitions

demolitions ordered by government, public or local authorities as a result of Your failure or the failure of Your agents to comply with any lawful requirement.

### 9. Erosion

erosion, subsidence, landslide, collapse or any other movement of earth unless it happens immediately following and is as a result of an earthquake, explosion or a storm, or water leaking or escaping from pipes, gutters, drainpipes or other fixed plumbing apparatus.

### 10. Machinery breakdown

mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any instrument, machine, device or temperature controlling equipment.

### 11. Insects, rust, mould, etc.

moths, termites, other insects, rust or oxidation, mould, mildew, wet or dry rot, corrosion, change of colour, dampness, variations in temperature, variation in humidity, variation in controlled atmosphere, evaporation, disease, inherent vice or latent defect, structural defect, loss of weight, loss of volume, change in flavour, texture or finish, stain or smoke from industrial operations.

### 12. Birds and animals

birds, animals or vermin that peck, bite, chew or scratch.

### 13. Wear and tear

wear and tear, fading, scratching or marring, gradual deterioration, developing flaws, normal up-keeping or making good.

### 14. Error in design

error or omission in design, plan or specification, or failure of design plan or specification.

## 15. Normal settling

normal settling, seepage, shrinkage or expansion in Buildings or foundations, walls, pavements, roads, and any structural improvements which leads to such settling, seepage, shrinkage or expansion.

## 16. Creeping, heaving or vibration

creeping, heaving, vibration.

## 17. Faulty workmanship

faulty materials or faulty workmanship.

## 18. Legal liability

any legal liability You incur to pay compensation, damages, fines, or penalties.

## 19. Consequential loss

consequential loss of any kind, including, but without limiting the generality of this exclusion, loss due to delay, lack of performance, loss of contract or depreciation in the value of any undamaged property.

## 20. Boiler self-explosion

self-explosion of boilers or other pressure vessels.

Further, We do not cover Damage to the boiler or pressure vessel where the boiler or pressure vessel:

- a) is not solely used for domestic purposes, or
- b) has a value of more than \$200,000.

## 21. Damage in the open air

storm, tempest, rainwater, snow, sleet, wind or hail or impact by aircraft and/or other aerial devices and/or articles dropped or falling from them and/or impact by space debris to:

- a) gates, fences, retaining walls, shade cloth, exterior textile awnings and blinds, canvas canopy, flexible covering material, hail nets, bird netting or any other similar material, or
- b) any greenhouse, glasshouse, shade house, fibreglass house, hot house, dome, poly tunnel, bio dome or similar type structure, or
- c) the Contents or Stock within, on or forming part of the property in a) or b), or
- d) Property Insured in the open air, unless such Property Insured is a permanent structure designed to function without the protection of walls or roof.

However, We will pay for such Damage to Property Insured in a), b) and c), up to \$25,000 in total, for any one event.

## 22. Pollution or contamination

pollution or Contamination unless it is sudden and unforeseen.

## 23. Computer access

the gaining of access by any person other than You or Your employees to Your computer system via data communication media.

## 24. Computer Virus

Computer Virus.

## 25. Trickery

trickery or deception.

## 26. Breakage of glass

breakage of external glass, signwriting or ornamentation affixed to the glass, except where You are a tenant of a building and are required by Your lease to insure glass.

## 27. Burglary and theft

burglary or theft or in any way connected with burglary or theft.

## 28. Processing

processing of any Property Insured while it is undergoing any process.

## 29. Write back to exclusions

Exclusions 1, 9-17 and 20–22 above apply to the items immediately affected and do not apply to Damage to other property occasioned by a peril not otherwise excluded and caused by any of the circumstances referred to in these exclusions.

## Variations & extensions

The cover set out below only applies if shown in the Certificate of Insurance.

### 1. Flood

If the Flood cover extension is shown in the Certificate of Insurance, the Property Insured at the Situation is covered for Damage directly caused by Flood during the Period of Insurance. Cover under this extension is subject to:

- a) the Excess specified for this section in the Certificate of Insurance and applies to all claims for Flood arising during any period of 72 consecutive hours, and
- b) the Sums Insured, terms, conditions and exclusions applicable under this section and the Policy.

Exclusion 4. Flood is deleted for the purpose of this variation & extension.

### 2. Underinsurance removal

Clause 1. Underinsurance/average in the special terms & conditions section is deleted for Buildings at the Situation nominated in the Certificate of Insurance.

### 3. Rent lost or payable

We will pay:

- a) the Rent lost by You for such period as the Buildings (or proportionally in the case of any part thereof) are untenable, or

- b) where the whole or any part of the Buildings are occupied by You, the Rent payable by You at reasonable market value for such period as the Buildings (or proportionally in the case of any part thereof) are untenable,

less the amount of any charges saved in relation to maintaining the Buildings in a tenable condition (such as wages of caretaker, cost of power, lighting).

The period for which We will pay You for Rent lost or payable will not exceed the number of months shown in the Certificate of Insurance.

This extension is subject to the following conditions:

- a) due diligence is used in the repair or reconstruction of the Buildings, and
- b) if, due to any cause, repair or reconstruction of the Buildings is delayed, the amount payable will be determined to be the time that would have sufficed for the purpose of repair or reconstruction, had no delay occurred.

## 2. Earthquake, subterranean fire, volcanic eruption excess

An Excess of \$20,000 or 1% of the total Sum Insured at the Situation, whichever is the lesser, applies in respect of Damage to Property Insured caused by earthquake, subterranean fire, volcanic eruption, tsunami or fire occasioned by or happening through or in consequence of earthquake, subterranean fire or volcanic eruption or tsunami, occurring during any period of 72 consecutive hours.

## 3. Branded goods

In the event of a claim, any salvage of branded goods or merchandise owned by You, or held by You in trust, or on commission, or on consignment, and any goods sold but not delivered, shall not be disposed of by sale without Your consent. If such salvage is not disposed of by sale, then the basis of settlement of the claim shall be the Indemnity Value of the goods after brands, labels or names have been removed by You or on Your behalf.

## Special terms & conditions

### 1. Underinsurance/average

In the event of Damage that is insured under this section, We will not be liable for more than that proportion of the Damage that:

- a) in respect of Buildings, Contents, Stock and Specified Items the amount that the Sum Insured on Buildings, Contents, Stock and Specified Items at the Situation bears to 80% of the Full Insurable Value of such Buildings, Contents, Stock and Specified Items
- b) in respect of Rent the amount that the Sum Insured on Rent at the Situation bears to 80% of the amount of Rent for the period specified in the Certificate of Insurance, at such Situation at the time of the Damage.

### Conditions

- a) Our liability is limited to a maximum of the Sum Insured at the Situation as shown in the Certificate of Insurance.
- b) This clause will not apply if the amount of any Damage does not exceed 10% of the Sum Insured at the Situation.

An illustrative but not exhaustive example of the application of this clause is set out below.

The insured item has a Full Insurable Value of \$200,000.

Taking 80% of that Full Insurable Value = \$160,000. The Sum Insured is \$144,000.

Therefore, if a \$100,000 loss occurs, We would pay

$$\$144,000 \times \$100,000 / \$160,000 = \$90,000$$

So, We would pay \$90,000 (less any applicable Excess), to the Insured for repair or replacement of the Damaged Property Insured in this particular case.

## Claims procedure

Please refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

# Section 2

## Business Interruption

### Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, of the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

### Cover

If the Business carried on by You is interrupted or interfered with as a result of Damage occurring during the Period of Insurance, to:

1. Property Insured under any of the following sections of this Policy:
  - a) Section 1 Property, or
  - b) Section 3 Theft & Money, or
  - c) Section 4 Glass, or
  - d) Section 8 Part A – Computer and Electronic Equipment, for Fire and Perils or Accidental Damage (as defined in Section 8), or
  - e) Section 9 Portable Property,for which a claim has been paid or liability admitted, or such claim would have been paid or liability admitted but for the application of an Excess, or
2. Property at the Situation used by You but not owned by You:
  - a) for which You are not legally responsible, and for which You have not assumed a liability to insure, and
  - b) such Damage would have been insured under one of the sections of this Policy shown in 1. above had the Property been owned by You, or
3. Property insured by You under Section 1 Property, as a result of explosion or implosion of boilers (other than boilers used for domestic purposes only), economisers, or vessels under pressure, including their own explosion or implosion.

We will, after taking into account any sum saved during the Indemnity Period in respect of such charges and expenses of the Business as may cease or be reduced in consequence of the interruption or interference, indemnify You in respect of the loss arising from such interruption or interference in accordance with the settlement of claims clause, where the Certificate of Insurance notes that cover has been selected.

### Definitions

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Actual Average Weekly Income** means the weekly average of the Annual Turnover in that period during the 52 weeks immediately before the date of the Damage which corresponds with the Indemnity Period, after Adjustment.

**Adjustment** means adjustment as necessary to provide for the trend of the Business and variations in, or other circumstances affecting, the Business, either before or after the date of occurrence of the Damage, or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted represent, as nearly as may be reasonably practicable, the results that, but for the Damage, would have been obtained during the relative period after the Damage.

**Annual Gross Profit** means the Gross Profit during the 12 months immediately before the date of the occurrence of the Damage, after Adjustment.

**Annual Gross Rentals** means the Gross Rentals earned during the 12 months immediately before the date of the occurrence of the Damage, after Adjustment.

**Annual Revenue** means the Revenue earned during the 12 months immediately before the date of the Damage.

**Annual Turnover** means the Turnover during the 12 months immediately before the date of the Damage.

**Business** means Your Business at the Situation and specified in the Certificate of Insurance.

**Client** means the persons, partnerships or bodies whether incorporated or unincorporated, to whom You owe money, or by whom money is owed to You, for services rendered in the course of the Business.

**Gross Profit** means the amount by which the sum of the Turnover and the amount of the closing Stock and work in progress, exceeds the sum of the opening Stock and work in progress and the amount of the Uninsured Working Expenses.

The amount of the opening and closing Stocks will be arrived at in accordance with Your normal accounting methods, due provision being made for depreciation.

**Gross Rentals** means the amount of the rent received or receivable (including base rental, Turnover rental and contributions to outgoings), from the letting of property at the Business Premises.

**Indemnity Period** means the period beginning with the date of the occurrence of the Damage and ending not later than the last day of the indemnity period specified in the Certificate of Insurance, during which the results of the Business are interrupted or interfered with as a result of the Damage.

**Initial Period** means the period shown in the Certificate of Insurance which immediately follows the date of the Damage during which the results of the Business are interrupted or interfered with as a result of the Damage.

**Output** means the sale and/or invoice value of goods manufactured and/or processed by You in the course of the Business at the Situation.

**Outstanding Debit Balances** means the total of the outstanding debit balances of all Clients appearing in Your books of account as at the date of the occurrence or the event giving rise to a claim, adjusted for:

1. bad debts

2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the occurrence of the Damage), to Your Clients' accounts in the period between the date to which the last entry relates, and the date of occurrence of the Damage, and
3. any abnormal condition of trade that had, or could have had, a material effect on the Business, so that the figure thus adjusted represents as nearly as reasonably practicable, the debit balances that would have been recovered had the Damage not occurred.

**Payroll** means the remuneration (including but not limited to wages, salaries, payroll tax, fringe benefits tax, bonuses, holiday pay, sick pay, workers' compensation insurance premiums, accident compensation levies, superannuation and pension fund contributions and the like), paid to all of Your employees.

**Property** means the property at the Situation belonging to or used by You, or for which You are legally responsible, or have assumed a responsibility to insure.

**Rate of Gross Profit** means the rate of Gross Profit, expressed as a percentage, earned on the Turnover during the financial year immediately before the date of the Damage.

**Rate of Payroll** means the proportion that the Payroll bears to the Turnover during the financial year immediately before the date of occurrence of the Damage.

**Remaining Period** means the period, shown in the Certificate of Insurance which immediately follows the Initial Period during which the results of the Business are interrupted or interfered with as a result of the Damage.

**Revenue** means the money paid or payable to You for services provided (and Stock in trade, if any, sold) in the course of operation of Your Business at the Business Premises.

**Shortage in Turnover** means the amount by which the Turnover during a period following Damage falls short of that part of the Standard Turnover that relates to that period in consequence of that Damage, after Adjustment.

**Standard Gross Rentals** means the Gross Rentals earned during that period in the 12 months immediately before the date of the occurrence of the Damage that corresponds with the Indemnity Period (appropriately adjusted where the Indemnity Period exceeds or is less than 12 months), after Adjustment.

**Standard Revenue** means the Revenue earned within that period during the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period (appropriately adjusted where the Indemnity Period exceeds or is less than 12 months).

**Standard Turnover** means the Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period (appropriately adjusted where the Indemnity Period exceeds or is less than 12 months).

**Turnover** means the amount (less discounts allowed) paid or payable to You for goods sold and delivered, and for services rendered in the course of Your Business at the Business Premises.

**Uninsured Working Expenses** means the working expenses of Your Business, which may cease or be reduced in direct proportion to the reduction in Turnover as a consequence of the interruption or interference to Your Business.

**Weekly Income** means the Sum Insured for each week that You have selected and is shown in the Certificate of Insurance.

## Settlement of claims

In the event of a claim for an item specified below, We will pay in accordance with the following clauses.

### Item 1 – Gross profit

1. The amount produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period in consequence of Damage falls short of the Standard Turnover, and
2. the additional expenditure necessarily and reasonably incurred by You for the sole purpose of avoiding or minimising the reduction in Gross Profit during the Indemnity Period in consequence of the Damage, but not exceeding the reduction in Gross Profit thereby avoided.

If, during the Indemnity Period, services are rendered other than at the Situation, for the benefit of the Business, either by You or by others on Your behalf, the money received or receivable in respect of those services will be brought into account in arriving at the amount of the Gross Profit during the Indemnity Period.

### Salvage sale

If, following Damage giving rise to a claim under this Item 1 – Gross profit, You hold a salvage sale during the Indemnity Period:

1. clause 1. of Item 1 - Gross profit shall, for the purpose of such claim, read as follows: In respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which shall be deducted the Gross Profit actually earned during the period of the salvage sale.
2. The definition of Shortage in Turnover shall, for the purpose of such claim, mean the amount by which the Turnover during a period (less the Turnover for the period of the salvage sale), shall, in consequence of the Damage, fall short of the part of the Standard Turnover which relates to that period, from which shall be deducted the Payroll paid out of the proceeds of the salvage sale.

### Item 2 – Payroll

1. Loss of Payroll is calculated:
  - a) during the Initial Period as the amount produced by applying the Rate of Payroll to the Shortage in Standard Turnover, less any Payroll saved in consequence of the Damage
  - b) during the Remaining Period as the amount produced by applying the Rate of Payroll to the Shortage in Turnover, less any Payroll saved in consequence of the Damage, but not exceeding the amount produced by applying the insured percentage of the Rate of Payroll to the Shortage in Turnover, plus any Payroll saved in consequence of the Damage during the Initial Period



- c) option to consolidate at Your option, the Initial Period may be increased to the period shown in the Certificate of Insurance as the consolidated period. This means that the cover for the rest of the Remaining Period will be restricted to the amount of Payroll saved during the consolidated period
2. additional expenditure for the loss of Payroll is calculated as the additional expenditure necessarily and reasonably incurred by You, for the sole purpose of minimising the loss of Payroll during the Indemnity Period, but not exceeding the loss of Payroll thereby avoided.

### Item 3 – Additional increased cost of working

The cost of further expenditure not otherwise payable under this section, necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage, for the sole purpose of avoiding or minimising a reduction in Item 1 - Gross profit, Item 2 - Payroll, Item 5 - Gross rentals, Item 6 - Weekly income, Item 8 - Gross revenue, or resuming or maintaining the normal operation of the Business.

### Item 4 – Book debts / accounts receivable

1. The loss of Your book debts or book debts of a Client, where You are responsible for them, which are, or become, irrecoverable as a result of Damage to books of accounts or other Business records, calculated on the difference between:
  - a) the Outstanding Debit Balances, and
  - b) the total of the amounts received or traced in respect thereof.
2. The additional expenditure, incurred with Our prior consent, in tracing and establishing Client debit balances after the date of the occurrence of the Damage.
3. The interest charges at the ruling rate of Your bank on any loan to offset impaired collections of such sums that become irrecoverable as a result of the Damage.

### Item 5 – Gross rentals

1. The amount by which the Gross Rentals earned during the Indemnity Period fall short of the Standard Gross Rentals, and
2. any additional expenditure necessarily and reasonably incurred by You for the sole purpose of avoiding or minimising the reduction in Gross Rentals during the Indemnity Period, but not exceeding the reduction in Gross Rentals thereby avoided.

We will deduct from Our payment any sum saved during the Indemnity Period in respect of such expenses and charges payable out of the Gross Rentals as may cease or be reduced in consequence of the Damage.

### Item 6 – Weekly income

The percentage reduction in actual Weekly Income following the Damage compared to the Actual Average Weekly Income during the Indemnity Period, applied to the Weekly Income. Under this item:

1. the Indemnity Period commences with the occurrence of the Damage that gives rise to the interruption or interference, and
2. no payments will be made once the Actual Weekly Income after the Damage exceeds 95% of the Actual Average Weekly Income, and

3. if the Actual Weekly Income after the Damage is less than 10% of the Actual Average Weekly Income, then the Weekly Income will be treated as being nil.

### Item 7 – Accountants fees

The reasonable cost of accountants' and other professionals' fees and other expenses, necessarily incurred by You in producing or certifying the bills, accounts or particulars required by Us, in respect of any claim made under this section. This amount is in addition to the amount payable under clause 10. Claim preparation expenses in the general conditions of the general provisions section of this Policy.

### Item 8 – Gross revenue

1. In respect of loss of Revenue, the amount by which the Revenue earned during the Indemnity Period falls short of the Standard Revenue in consequence of the Damage, and
2. the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue which, but for the additional expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of reduction in Revenue thereby avoided, less any sum saved during the Indemnity Period in respect of such charges and expenses of Your Business payable out of Revenue as may cease or be reduced in consequence of the Damage.

### Accumulated stocks

In adjusting any loss, We will take account of and make equitable allowance for any reduction in Turnover or loss of Revenue or Weekly Income in consequence of the Damage is postponed by reason of the Turnover or Revenue or Weekly Income (as the case may be), being temporarily maintained from accumulated stocks of finished goods.

## Additional benefits

This section is extended to include the following additional benefits. Additional benefits 1 to 12 inclusive are payable provided that the Sum Insured expressed against the relevant Item in the Certificate of Insurance is not otherwise exhausted.

We will pay You (depending on the part of this section which is applicable to You) for:

- Item 1 - Gross profit, or
- Item 2 - Payroll, or
- Item 5 - Gross rentals, or
- Item 6 - Weekly income, or
- Item 8 - Gross revenue,

resulting from interruption of or interference with Your Business as a result of Damage occurring during the Period of Insurance to, or as a direct result of:

## 1. Unspecified customers' and/or suppliers' premises

any loss to property for which a claim would have been payable under Section 1 Property of this Policy if such property had been insured under this Policy, resulting in interruption of or interference with the Business, as a consequence of Damage occurring within Australia to property:

- a) at suppliers' and/or customers' premises, or
- b) preventing movement of goods to, or from, a suppliers' or customers' premises shall be deemed to be loss resulting from Damage to Property used by You at the Situation.

The most We will pay under this additional benefit is 20% of the Sum Insured for that item specified in the Certificate of Insurance.

## 2. Murder, suicide or disease

the occurrence of any of the circumstances set out in this additional benefit shall be deemed to be Damage to Property used by You at the Situation:

- a) murder or suicide occurring at the Situation
- b) injury, illness or disease caused by the consumption of food or drink provided and consumed at the Situation
- c) the outbreak of a human infectious or contagious disease occurring within a 20 kilometre radius of the Situation
- d) closure or evacuation of Your Business by order of a government, public or statutory authority consequent upon:
  - i. the discovery of an organism likely to result in a human infectious or contagious disease at the Situation, or
  - ii. bomb threat, vermin or pests at the Situation, or
  - iii. defects in the drains or other sanitary arrangements at the Situation
- e) shark or crocodile attack occurring within a 20 kilometre radius of the Business Premises during the Period of Insurance.

Cover under additional benefits 2. c) and 2. d) i. does not apply in respect of highly pathogenic avian influenza in humans, rabies, cholera, or any human disease determined to be a listed human disease under the Biosecurity Act 2015 (Cth) including any subsequent amendment or replacement or any equivalent legislation.

## 3. Prevention of access, public utilities, computer installation, commercial complexes

any loss to property for which a claim would have been payable under Section 1 Property of this Policy if such property had been insured under this Policy, resulting in interruption of or interference with the Business as a consequence of Damage to:

- a) property within 50 kilometres of the Situation, which prevents or hinders access to, or use of, the Property, or
- b) land based property, either at or away from the Situation, within Australia, belonging to or under the control of suppliers of electric power, gas, communications, water or sewerage reticulation control systems, from which You obtain services, subject to the limitation below, or

- c) computer installations, including ancillary equipment and data processing media utilised by You anywhere in Australia, or
- d) property in any commercial complex of which the Business forms a part, or in which the Business is contained, that results in cessation or diminution of trade, including any cessation or diminution of trade due to temporary falling away of custom, shall be deemed to be loss resulting from Damage to Property used by You at the Business Premises.

In relation to additional benefit 3. b), We will not be liable for any loss unless the interruption of supply extends for a period greater than 2 days.

## 4. Roads, bridges and railway lines

interruption of or interference with Your Business as a result of Damage to roads, bridges and/or railway lines within Australia over which raw materials and other Stock are conveyed to or from the Business Premises.

## 5. Fines and damages

following a claim under Item 1 - Gross profit or Item 2 - Payroll for which We have agreed to indemnify You, this additional benefit extends to include Your liability, incurred during the Indemnity Period, to pay cancellation charges, or fines or damages other than aggravated, punitive or exemplary damages:

- a) for breach of contract resulting from non-completion or late completion of orders for Your goods or services, or in discharge of contract purchases of Your goods or services, or
- b) for breach of contract for the purchase by You of goods or services that cannot be utilised by You, during the Indemnity Period, less any value to You of such goods or services or the amount received from sale.

The most We will pay under this additional benefit is 20% of the total Sum Insured for Item 1 - Gross profit or Item 2 - Payroll.

## 6. Accumulated stock clause

in adjusting any loss, account will be taken, and equitable allowance made, if any Shortage in Turnover or reduction in the Weekly Income due to Damage is postponed by reason of the Turnover or Weekly Income being temporarily maintained from accumulated stocks.

## 7. Accountants fees

in the event of Damage giving rise to a claim under this section, We will pay the reasonable cost of accountant's and other professional's fees and other expenses, necessarily incurred by You in producing or certifying the bills, accounts or particulars required by Us, in respect of any claim made under this section. The most we will pay under this additional benefit is \$5,000 plus any amount shown on the Certificate of Insurance for accountant's fees.



## 8. Storage sites

any loss resulting from interruption of or interference with the Business, as a consequence of Damage to Your property sustained while it is stored or being processed at any premises in Australia not occupied by You, shall be deemed to be loss resulting from Damage to Property used by You at the Situation.

The most We will pay under this additional benefit is 20% of the Sum Insured for that Item specified in the Certificate of Insurance.

## 9. Transit

any loss resulting from interruption of or interference with the Business as a consequence of Damage to Your property while it is in transit by road, rail, sea or air within Australia and outside of the Situation occupied by You, shall be deemed to be loss resulting from Damage to Property used by You at the Situation.

The most We will pay under this additional benefit is 20% of the Sum Insured for that Item specified in the Certificate of Insurance.

## 10. Explosion of pressure equipment

damage to pressure vessels including boilers, compressors or economisers by self-explosion or collapse, shall be deemed to be loss resulting from Damage to Property used by You at the Situation.

## 11. Documents

any loss resulting from interruption of or interference with the Business as a consequence of Damage to Documents that belong to You or are held in trust by You, while they are in transit or at premises not occupied by You, shall be deemed to be loss resulting from Damage to Property used by You at the Situation.

The most We will pay under this additional benefit is the Sum Insured for that Item specified in the Certificate of Insurance.

## 12. Vehicles owned or operated by You

any loss resulting from interruption of or interference with the Business as a consequence of Damage to any registered Vehicles or trailers owned or operated by You, but not while such Vehicles are on a public thoroughfare, shall be deemed to be loss resulting from Damage to Property used by You at the Situation.

## 13. Return Premium clause

in the event of the:

- a) Gross Profit earned, or
- b) Payroll paid, or
- c) Gross Rentals earned, or
- d) gross Revenue earned,

in accordance with the indemnity afforded in respect of such Items, in the course of the Business during the accounting period of 12 months (or a proportionately increased multiple thereof where the Indemnity Period exceeds 12 months) most nearly concurrent with the Period of Insurance, being certified by Your accountant or auditor as being less than the respective Sum Insured, a pro rata return of Premium not exceeding 50% of the Premium paid for such Period of Insurance will be made in respect of the difference, but:

- a) if a claim has been paid or became payable in the Period of Insurance, for which an adjustment is to be made under this clause, the amount of the claim will be included in the calculation of Gross Profit, gross Revenue or Gross Rentals earned or Payroll paid for such period
- b) no return Premium will be allowed unless You lodge the accountant's or auditor's certificate with Us within 12 months of expiry of the Period of Insurance for which the return of Premium is claimed.

## 14. Turnover output

in the event of Damage giving rise to a claim under this section, at Your option, the term 'Output' may be substituted for the term 'Turnover' wherever appearing in this section, but only one such term will operate in connection with any one occurrence involving Damage.

## 15. Government incentives

the pecuniary loss under Item 1 - Gross profit and Item 2 - Payroll of this section includes the loss of any government approved incentives, subsidies or market development allowances to which You are entitled in relation to the Business resulting from interruption of or interference with Your Business in consequence of Damage giving rise to a claim.

## 16. Reinstatement of documents

the necessary and reasonable costs of legal, clerical and other charges actually incurred to enable the reinstatement of Documents.

## Exclusions

We will not be liable for any claim under this section if:

1. the Damage occurs after the Business has been dissolved, or wound up, or is being carried on by a liquidator or receiver, or has ceased to operate, or
2. Your interest in the Business ceases, other than by death.

# Variations & extensions

This cover set out below only applies if shown in the Certificate of Insurance.

## 1. Specified suppliers' premises

This section is extended to include loss resulting from interruption of or interference with the Business as a consequence of Damage, for which insurance is provided under Items 1 - Gross profit, Item 2 - Payroll, Item 6 - Weekly income or Item 8 - Gross revenue to property (including Your property while it is temporarily deposited at premises anywhere in the world), at the premises of Your suppliers of materials, or where work is done in connection with Your Business anywhere in the world, and which is shown in the Certificate of Insurance.

Our liability under this extension shall not exceed the percentage of the Sum Insured shown against each supplier's premises in the Certificate of Insurance.

## 2. Specified customers' premises

This section is extended to include loss resulting from interruption of or interference with the Business as a consequence of Damage, for which insurance is provided under Item 1 - Gross profit, Item 2 - Payroll, Item 6 - Weekly income or Item 8 - Gross revenue to property at the premises of Your customers anywhere in the world shown in the Certificate of Insurance.

Our liability under this extension shall not exceed the percentage of the Sum Insured shown against each customers' premises in the Certificate of Insurance.

# Conditions applicable to this section

## 1. Departmental clause

If the Business is conducted in departments, divisions or locations, the independent trading results of which are ascertainable, in the event of Damage giving rise to a claim under this section, the cover provided by this section will apply separately to each department, division or location affected by the Damage.

## 2. New business clause

If Damage occurs at the Business Premises before the completion of the first year's trading of Your Business, the defined terms Standard Revenue, Annual Revenue, Weekly Income, Rate of Gross Profit, Standard Turnover and Annual Turnover, shall instead have the following meanings wherever they appear in this section:

**Standard Revenue** means the Revenue achieved between the date of commencement of Your Business and the date of the Damage, converted to the selected Indemnity Period.

**Annual Revenue** means the actual Revenue achieved during Your first year of operations, from the commencement of Your Business to the date of the Damage, converted to a 12 month equivalent figure.

**Rate of Gross Profit** means the proportion that the Gross Profit bears to the Turnover during the period between the date of commencement of Your Business and the date of the Damage.

**Annual Turnover** means the actual Turnover achieved, from the commencement of Your Business to the date of the Damage, converted to a 12 month equivalent figure.

**Standard Turnover** means the Turnover achieved between the date of commencement of Your Business and the date of the Damage, converted to the selected Indemnity Period.

**Weekly Income** means the amount calculated by averaging the weekly Revenues obtained during the period from the date of the commencement of Your Business to the date of the Damage.

The above definitions may be used as necessary to calculate the trend of Your Business and for variations in or other circumstances affecting Your Business either before or after the Damage or which would have affected Your Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the result, which but for the Damage, would have been obtained during the relative period after the Damage.

## 3. Underinsurance/average

Where at the date of the occurrence of the Damage the Sum Insured as shown in the Certificate of Insurance for:

- a) Gross Profit is less than 80% of the Annual Gross Profit (appropriately increased if the Indemnity Period exceeds 12 months)
- b) Payroll is less than the amount produced by applying the Payroll limits set out in the Certificate of Insurance to 80% of the amount produced by applying the Rate of Payroll to the Annual Turnover (appropriately increased if the Indemnity Period exceeds 12 months),
- c) book debts is less than 80% of the total amount of Outstanding Debit Balances
- d) gross Rentals is less than 80% of the Annual Gross Rentals (appropriately increased if the Indemnity Period exceeds 12 months), or
- e) gross Revenue is less than 80% of the Annual Revenue (appropriately increased if the Indemnity Period exceeds 12 months),

then the amount payable for those Items will be proportionately reduced.

This clause shall not apply if the claim does not exceed 10% of the Sum Insured for the respective Item.

## 4. Alternative trading

If during the Indemnity Period, goods are sold, work is performed or services are rendered elsewhere than at the Business Premises for the benefit of Your Business, either by You or by others acting on Your behalf, the money paid or payable in respect of such sales, work or services will be brought into account in arriving at the Annual Revenue, Weekly Revenue or Turnover (as the case may be) during the Indemnity Period.

# Claims procedure

Please refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

# Section 3

## Theft & Money

### Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

This section is made up of two parts:

- Part A Theft
- Part B Money.

### Definitions applicable to Parts A & B

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Automatic Teller Machine** or **ATM** means a burglar resistant unit designed for the safe storage and disbursement of bank notes which resists fire and attack by hand-held or power operated tools.

**Bank** means a bank, building society, credit union, agency or similar financial institution.

**Combined Money** means the combined Sum Insured for:

1. Money in Transit, and
2. Money on Business Premises – Business Hours, and
3. Money in Securely Locked Safe or Strongroom or ATM, and
4. Money in Private Residence, and
5. Money on Business Premises – Outside Business Hours,

for the specific Sum Insured in the Certificate of Insurance however in respect of 5. above, this is limited to a maximum of \$1,000.

**Money in Private Residence** means Money contained in:

1. Your home, or
2. the home of a person authorised by You when it has been taken home for safe keeping from Your Business Premises or the place of collection.

Our liability ceases when Your Bank ceases trading on its next full trading day.

**Money in Securely Locked Safe or Strongroom or ATM** means Money in a Securely Locked Safe or Strongroom or ATM on the Business Premises, provided that the key and details of the combination are removed from the Business Premises whilst closed for Business. For the purpose of this definition, Business Premises does not include such area within the Business Premises occupied by You as a residence.

**Money in Transit** means:

1. Money in Your personal custody or in the custody of persons authorised by You whilst in transit within Australia, but not Money in Private Residence, or loss from any Vehicle left unattended.

2. Money whilst contained in the night safe, night depository chute, or ATM of any Bank. Our liability ceases at Bank closing time on the next business day following deposit therein.

**Money on Business Premises** means Money contained in Your Business Premises:

1. during Business Hours
2. outside Business Hours.

**Personal Money** means currency coin, bank notes, currency notes, cheques, public transport tickets, private transport tickets (excluding airline tickets), bridge or highway tokens, car wash tokens, and stored value or similar type cards belonging to the owners, partners, proprietors, directors or employees of Your Business.

**Securities** means certificates of stock, bonds, coupons and all other types of securities.

**Specified Money** means Money specifically described in the Certificate of Insurance under Specified Money.

**Securely Locked Safe or Strongroom** means a burglar-resistant structure constructed of masonry and steel or solely of steel that has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of Money and valuables and has been secured and fully locked at the time of loss or Damage.

**Tobacco, Cigars & Cigarettes** means tobacco, cigars and cigarettes owned by You or held in trust or on commission, and for which You are legally responsible or have assumed a responsibility to insure.

### Part A Theft

#### Cover

We will cover You for loss of or Damage to the Property Insured shown under the Section 3 Part A Theft on the Certificate of Insurance occurring during the Period of Insurance caused by:

1. any person who forcibly and violently enters or attempts to enter the Business Premises
2. any person unlawfully concealed on the Business Premises
3. any person who threatens or commits physical violence to You, Your employees or other persons
4. armed hold-up at the Situation, or
5. any person who breaks into any locked cabinet and/or counter and/or showcase, which is located on the Business Premises.

#### Settlement of claims under Part A

For the purpose of these settlement of claims clauses for Part A Theft only:

**Replacement Cost** means the cost necessary to replace, repair or rebuild the Property Insured to a condition substantially the same as, but not better or more extensive than, its condition when new.

**Indemnity Value** means the cost necessary to reinstate, replace or repair the Property Insured to a condition substantially the same as but not better or more extensive than its condition at the time of the loss or Damage, taking into consideration age, condition and remaining useful life.

## 1. Contents or Specified Items

Where Replacement Cost is specified in the Certificate of Insurance We will pay:

- a) where Contents or Specified Items are Damaged the Replacement Cost of such Contents or Specified Items with similar items, or
- b) where Contents or Specified Items are Damaged in part only, the cost to repair the Damage or restore the Damaged portion to a condition substantially the same as, but not better or more extensive than, the condition when new.

## 2. Stock, Tobacco, Cigars & Cigarettes

We will pay:

- a) in the case of raw materials, supplies and other merchandise not manufactured by You, the Replacement Cost calculated at the time and place of replacement, provided that replacement shall have been carried out with reasonable dispatch, or if not replaced, the original cost to You of such property or the Indemnity Value, whichever is the lesser
- b) in the case of materials in process of manufacture, the Replacement Cost of the raw materials and the cost of labour and other overhead charges expended on them calculated at the time and the place of the Damage
- c) in the case of finished goods, the lesser of:
  - i. the Replacement Cost of the raw materials and the cost of labour and other overhead charges expended on them without any allowance for profit, calculated at the time and place of the Damage, or
  - ii. the cost of restocking such goods within a reasonable time.

## 3. Rewriting of records

We will pay:

- a) the reasonable costs necessarily incurred in reinstating, replacing, reproducing or restoring Documents, including information thereon or therein, but excluding costs incurred in the reinstatement of computer data, or
- b) if You so request, the current Replacement Cost of materials as blank stationery, but excluding the value to You of the information on the Documents.

## 4. Conditions applicable to settlement of claims

- a) The work of replacing or repairing must be commenced and carried out with due diligence, failing which We will not be liable to pay more than the amount We would have been liable to pay had the work of replacing or repairing the item been carried out with such due diligence.
- b) We will, at our option, pay the cost to replace or repair the Property Insured, or pay the Insured the cost of replacement or repair based on the terms of this settlement of claims section.

- c) If the Property Insured is not replaced or repaired, We will not pay more than the Indemnity Value of the property at the time of Damage, and not more than the Replacement Cost.

## Additional benefits under Part A

The following additional benefits are available if You have selected this section.

### 1. Seasonal increase

The Sum Insured for Stock or the Stock component of Combined Contents & Stock will automatically increase by 50% during the following periods:

- a) 60 days before Christmas Day and for 21 days following Christmas Day
- b) 42 days before Good Friday and 10 days following Good Friday, and
- c) 42 days before any celebrated event of a festive, religious or ethnic nature other than Christmas or Easter where You can reasonably demonstrate that the Stock levels during that period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of that festive, religious or ethnic event, and 10 days following the same festive, religious or ethnic event or celebration.

### 2. Money

Following a theft or attempted theft, at the Situation, of Money belonging to the Business, We will indemnify You up to \$250 for any one event.

### 3. Rewriting of records

Following an insured theft or attempted theft of Contents, if the Sum Insured on Contents or Combined Contents & Stock has not otherwise been exhausted, We will pay the reasonable costs associated with the rewriting, reconstruction, and restamping of Your records and books of accounts.

When the Sum Insured has been exhausted, the most We will pay under this additional benefit is 10% of the Contents Sum Insured or \$30,000 (whichever is the lesser) for any one event.

### 4. Temporary removal

In respect of Stock, Contents, Combined Contents & Stock and Specified Items, cover is extended to such property whilst temporarily removed from the Situation but excluding:

- a) Stock on consignment to other parties unless it is owned by You or is property for which You are responsible, or
- b) Stock, Contents or Specified Items that have been removed for a period in excess of 90 days without Our written agreement to continue cover.

The most We will pay under this additional benefit is 20% of the Sum Insured.



## 5. Theft without forcible or violent entry

Where a Sum Insured is shown on the Certificate of Insurance for Contents or Combined Contents & Stock, and where that Sum Insured has not been otherwise exhausted, cover is extended to include:

- a) loss or Damage, limited to a maximum of \$10,000 for any one occurrence, by theft or attempted theft of Property Insured other than electronic equipment, Stock or customers' goods, or
- b) loss or Damage, limited to a maximum of \$20,000 for any one occurrence, by theft or attempted theft of Your electronic equipment, which is not Stock, or
- c) loss or Damage to the buildings at the Business Premises if caused by theft, limited to a maximum of \$10,000 for any one occurrence,

occurring during the Period of Insurance from the Business Premises without forcible and violent entry. However, We will not pay under this additional benefit for:

- a) any loss or Damage arising as a result of theft or attempted theft from any open-sided structure including, but not limited to verandas or yards or other open spaces even if they are partially or fully enclosed, or
- b) loss as a result of unexplained disappearance, unexplained or inventory shortage, clerical or accounting errors or shortage in supply or delivery to or from the Business Premises.

## 6. Permanently fixed (non-portable) apparatus

Where a Sum Insured is shown in the Certificate of Insurance for Contents or Combined Contents & Stock and where that Sum Insured has not been otherwise exhausted, cover is extended to include theft, whether following forcible and violent entry or otherwise, of permanently fixed (non-portable) apparatus or appliances, owned by You or for which You are legally responsible or have assumed responsibility to insure, attached to a building other than by means of a flexible or tensile cord to a power point.

The most We will pay under this additional benefit is the lesser of:

- a) \$10,000, or
- b) the balance of the Sum Insured on either Contents or Combined Contents & Stock.

## 7. Tenanted premises

We will pay the cost of repairing Damage to Business Premises in which You are a tenant and for which You are legally liable to pay in accordance with the terms of Your lease, provided such Damage occurs as a result of theft or attempted theft of Property Insured occurring during the Period of Insurance. However, We will not pay more than \$10,000 under this additional benefit for any one event.

## Variations & extensions under Part A

The cover set out below only applies if shown in the Certificate of Insurance.

## Theft without forcible & violent entry

Where this variation & extension is shown in the Certificate of Insurance to apply to Contents, Stock, Combined Contents & Stock, Specified Items, or rewriting of Documents, cover on such property while within the Business Premises, is extended to indemnify You in respect of theft without evidence of forcible or violent entry by persons, provided they are not:

1. members of Your family, or
2. persons in Your service.

## Part B Money

### Cover

The items shown in the Certificate of Insurance are insured against:

1. theft, or
2. Damage caused by any accident, not otherwise excluded, provided the theft or Damage is discovered within 10 working days of the occurrence of such theft or Damage.

### Settlement of claims under Part B

We will pay You up to the Sum Insured shown on the Certificate of Insurance for each of the items shown.

In the case of Securities, the basis of valuation shall be:

- a) if the Securities can with Our approval be replaced, the cost of replacement paid or payable by You, or
- b) if the Securities cannot or are not to be replaced by You, the greater of
  - i. the price for which You purchased them, or
  - ii. the closing market value on the last business day prior to the date of discovery by You of the theft or Damage of the Securities or, if the time of discovery by You is after the close of the market, their closing market value on the day of discovery by You of the theft or Damage of the Securities.
- c) in the case of loss of subscription, conversion or redemption privileges through the theft or Damage of any Security, the value of such privileges immediately preceding the expiration thereof, such valuation being in the currency in which the loss was sustained.

Losses sustained in currencies other than Australian dollars shall be settled by converting the amount of loss to Australian dollars at the market rate at the time of settlement of the loss or such other rates as may have been expressly agreed with Us.

In the case of travellers' cheques, discount or store vouchers or lottery tickets, the basis of valuation shall be the original purchase price incurred by You.

### Additional benefits under Part B

Following a claim under this section for which We have agreed to indemnify You, this insurance is extended to include the following additional benefits.

## 1. Counterfeit currency

Losses sustained by You due to the acceptance in good faith, in exchange for merchandise, Money or services, of counterfeit Australian currency notes, up to \$500 in any one Period of Insurance.

There is no cover under this additional benefit if:

- a) You and Your employees fail to take reasonable steps to detect forged notes, or
- b) the forgery in question would be apparent to a reasonable person.

## 2. Seasonal increase

An automatic increase by 50% to the Sum Insured shown in the Certificate of Insurance for Combined Money, Money in Transit, Money on Business Premises – Business Hours, Money on Business Premises - Outside Business Hours, Money in Securely Locked Safe or Strongroom or ATM, and Money in Private Residence during the following periods:

- c) 60 days before Christmas Day and 21 days following Christmas Day
- d) 42 days before Good Friday and 10 days following Good Friday, and
- e) 42 days before any celebrated event of a festive, religious or ethnic nature other than Christmas or Easter where You can reasonably demonstrate that the Money levels during that period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of that festive, religious or ethnic event, and 10 days following the same festive, religious or ethnic event or celebration.

## 3. Bank holiday increase

An automatic increase by 100% to the Sum Insured shown in the Certificate of Insurance for Combined Money, Money in Transit, Money on Business Premises – Business Hours, Money on Business Premises - Outside Business Hours, Money in Securely Locked Safe or Strongroom or ATM, and Money in Private Residence on:

- f) bank holidays, or
- g) gazetted public holidays (other than bank holidays), that fall on days adjacent to a weekend. If such a weekend occurs during the period specified in clause 2. Seasonal increase only the bank holiday increase will apply.

Cover under this additional benefit will apply until the close of trading of Your Bank on the next business day following such bank holiday or gazetted public holiday.

## 4. Travellers money

Cover for loss of Money, during the Period of Insurance, belonging to You occurring while such Money is in Your personal custody or in the custody of Your employee while travelling outside Australia in connection with Your Business.

We will not pay more than \$10,000 or the amount specified on the Certificate of Insurance for Money in Transit, whichever is the greater.

## 5. Personal money

Cover for Money on Business Premises – Business Hours, and Money in Securely Locked Safe or Strongroom or ATM is extended to include Personal Money.

The most We will pay under this additional benefit is \$1,000 any one claim for Personal Money.

## Additional benefits applicable to Parts A & B

The following additional benefits are available if You have selected Part A or Part B in this section. If both Parts A & B have been selected these additional benefits apply to this combined cover and not separately to each Part.

### 1. Damage to premises or safe or strongroom or ATM

In respect of Damage (other than breakage of glass) to the Business Premises including a Securely Locked Safe or Strongroom or ATM due to theft or attempted theft, We will:

- h) at Our option, pay for or repair or make good the Damage that You are legally responsible to repair or make good
- i) indemnify You in respect of the cost of temporary protection reasonably necessary for the safety and protection of the Property Insured, pending repair of the Damaged Business Premises.

The most We will pay under this additional benefit is the greater of:

- a) the remaining Sum Insured for each item covered after payment of a claim, or
- b) \$10,000

for any one event during the Period of Insurance.

### 2. Locks and keys

If keys are stolen, or there are reasonable grounds to believe that keys have been stolen and duplicated, then We will:

- a) pay for the keys and locks to be replaced and the reasonably necessary cost to have the security restored to the same level or security as existed immediately prior to the loss
- b) indemnify You in respect of the cost of temporary protection reasonably necessary for the safety and protection of the Property Insured, pending restoration of the security, and
- c) pay the reasonable cost of developing and replacing security film exposed because of theft or attempted theft.

The most We will pay under this additional benefit is \$10,000 for any one event during the Period of Insurance.

### 3. Injury during theft

If an injury is suffered by an owner, partner, proprietor or director, during a theft or attempted theft of Property Insured or Money insured under this section, during the Period of Insurance, for which We have agreed to pay Your claim, and such injury is the sole cause of:

- a) death (Item 1), or
  - b) total and permanent loss of sight in one or both eyes (Item 2), or
  - c) total and permanent loss of one or both hands or feet (Item 3),
- provided Items 1, 2 or 3 occur within 12 months of such owner, partner, proprietor or director sustaining the injury, or
- d) temporary or permanent total disablement from attending to usual business (Item 4).

We will, in respect of such injury, pay to such owner, partner, proprietor or director or their legal representative, in respect of:

- a) Items 1, 2, or 3: \$10,000, in respect of all injury sustained by any one person during any one theft or attempted theft, or
- b) Item 4: \$200 per week or 80% of the average weekly earnings of such owner, partner, proprietor or director, whichever is the lesser, up to a maximum period of 13 weeks from the date of sustaining the injury.

No amount will be payable in respect of:

- a) death attributable to, or consequent upon, or accelerated by, or
- b) disablement aggravated by, attributable to, or consequent upon,

any pre-existing physical defect, illness or disease or injury.

### 4. Temporary protection and security guard

If Business Premises or security protection equipment installed at the Business Premises are Damaged during a theft or attempted theft, We will pay the costs reasonably and necessarily incurred for the temporary protection of, and the employment of security guards to safeguard the Property Insured, until the Business Premises or security protection equipment are repaired or replaced. The most We will pay under this additional benefit is \$10,000 for any one event during the Period of Insurance.

### 5. Additional premises – provisional cover

Cover is extended to include all property within Australia that becomes Yours after the commencement of the Period of Insurance, for 30 days from first being acquired or used by You (unless the Period of Insurance ends sooner or the property ceases to be Yours, whichever shall first occur), but the cover is limited to:

- a) the Business described in the Certificate of Insurance, and
- b) Property Insured described in the Certificate of Insurance.

The most We will pay under this additional benefit is 20% of the highest Sum Insured shown in the Certificate of Insurance for that type of Property Insured.

Full details of such additional property are to be supplied to Us within 30 days of Your acquisition or use of the property. If We agree to provide continuing cover for such additional property, We may first require You to pay an additional Premium.

### 6. Clothing, tools and personal effects

If, during theft or attempted theft of:

- a) Property Insured under Part A in the circumstances for which cover is provided in Part A Theft, or
- b) Money (other than Personal Money) in circumstances for which cover is provided in Part B Money,

clothing, tools and personal effects (excluding Money) not otherwise insured, belonging to the owners, partners, proprietors, directors or employees of Your Business is Damaged, We will indemnify such owners, partners, proprietors, directors or employees for the cost of repairing or replacing such clothing, tools or personal effects.

The most We will pay under this additional benefit is \$5,000 per person and \$10,000 for any one event, during the Period of Insurance.

### 7. Theft by employee

We will pay You for loss of Property Insured by theft or dishonesty by any of Your employees occurring during the Period of Insurance, which is discovered within 45 days of its occurrence. Exclusion 4. Employee dishonesty, in this section, so far as it relates to Damage due to theft or attempted theft committed by an employee, does not apply to this additional benefit. However, We will not pay more than \$5,000 under this additional benefit for any one event.

## Exclusions to Parts A & B

We will not be liable for any of the following:

#### 1. Consequential loss

any consequential loss whatsoever.

#### 2. Dishonoured cheques

loss arising out of:

- a) the sale or delivery of Property Insured, or
- b) the payment of Money,

for or in consideration of a cheque or negotiable instrument that is subsequently dishonoured.

#### 3. Unexplained disappearances

unexplained disappearances or unexplained shortages, whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to or by You.

#### 4. Employee dishonesty

damage due to, or sustained by or through theft or any attempted theft, or any act of fraud or dishonesty committed by any:

- a) members of Your family, or



- b) persons in Your service, other than Damage through theft or any attempted theft committed by persons in Your service following forcible and violent entry by such persons to the Business Premises.

## 5. Motor vehicles

Vehicles unless they are Stock.

## 6. Glass

glass unless it is Stock.

## 7. Money whilst unattended

Money:

- a) whilst contained in an unlocked and unattended Vehicle, or
- b) stolen from a Securely Locked Safe or Strongroom or ATM opened by a key or by use of a combination which has been left on the Business Premises outside Business Hours, or
- c) except as provided under additional benefits under Part B 4. Travellers money, any Money whilst it is outside Australia.

## Claims procedure

Please refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

# Section 4 Glass

## Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

## Cover

We will indemnify You in the event of Breakage of the Glass at the Premises for the type of Glass shown in the Certificate of Insurance during the Period of Insurance.

The amount of indemnity will be determined in accordance with the settlement of claims clauses.

## Definitions

In this section only, the following capitalised words have the meanings set out below wherever they appear in this section.

**Breakage** means:

1. for plate or sheet Glass or porcelain, a fracture extending through the entire thickness of the Glass or porcelain, or
2. for laminated Glass, a fracture extending through the entire thickness of a lamination but not any other damage or disfiguration.

**External Glass** means:

1. external fixed glass, or plastic material used as glass, and any shatter resistant or reflective film affixed thereto, forming part of the Premises including external windows, doors, Signs or skylights, and
2. ceramic tiled shop fronts.

**Glass** means Internal Glass, External Glass and Specified Glass.

**Internal Glass** means:

1. all internal glass, sinks, wash basins and sanitary ware and mirrors (other than hand mirrors), whilst in the Premises, and
2. showcase frames, display cabinets and counter frames whilst in the Premises,

but does not include:

1. glass forming part of Stock, or
2. glassware, crystal, crockery or china, or
3. imperfect glass.

**Premises** means the buildings at the Situation.

**Signs** means glass or plastic that forms part of a sign.

**Specified Glass** means glass specifically described in the Certificate of Insurance under Specified Glass.

## Settlement of claims

In the event of a Breakage of Glass shown in the Certificate of Insurance, We will, at Our option:

1. replace the broken Glass in compliance with the requirement of Standards Australia and any statutory authority, or
2. pay the cost of replacement of such Glass.

## Additional benefits

The following additional benefits are available if You have selected this section.

### 1. External glass

In the event of Breakage of External Glass, during the Period of Insurance, We will indemnify You for up to \$7,500 for each of the following:

- a) replacing sign writing or ornamentation affixed to the broken External Glass
- b) replacing burglar alarm tape or wiring affixed to the broken External Glass
- c) temporary shuttering, boarding up or other protection reasonably necessary for the safeguarding of the Premises or contents therein, pending replacement of the broken External Glass
- d) replacing Damaged window frames and tiled shop fronts, but with due allowance for wear and tear, and
- e) replacing shatter resistant or reflective film affixed to broken External Glass.

### 2. Destruction of Stock or Contents

We will indemnify You for loss as a result of Damage to Your Stock or Contents, caused by broken Glass following the Breakage of Glass where such Breakage constitutes an admissible claim under this section.

The most We will pay for this additional benefit during any one Period of Insurance, is the lesser of:

- a) the value at cost, of the Stock or Contents Damaged, less any amount realised from the sale of any salvage, or
- b) \$7,500.

### 3. Overtime

We will pay the reasonable costs for after-hours service by repairers, express delivery and overtime charges to repair or replace broken Glass.

### 4. Malicious damage

We will pay for the cost of replacement of External Glass which has suffered malicious damage, during the Period of Insurance. This additional benefit is payable even where there is no Breakage of External Glass.

## Claims procedure

Please refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

# Section 5 General & Products Liability

## Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

## Cover

We will indemnify the Insured for all amounts which the Insured is legally liable to pay as compensation in respect of:

1. Personal Injury
2. Property Damage, and
3. Advertising Injury,

happening during the Period of Insurance within the Territorial Limits as result of an Occurrence and arising out of the Business or Products of the Insured.

## Limitations

The limit of Our liability in respect of any one Occurrence shall not exceed the Limit of Liability stated in the Certificate of Insurance.

Our total aggregate limit during any one Period of Insurance for all claims arising out of Products Liability shall not exceed the Limit of Liability stated in the Certificate of Insurance.

Subject to additional benefit 1. Defence costs and expenses, the Limit of Liability is exclusive of the Excess and Defence Costs and Expenses.

## Definitions

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Advertising Injury** means:

1. defamation
2. infringement of copyright or of passing off of a title or slogan
3. unfair competition, piracy or idea misappropriation contrary to an implied contract, or
4. invasion of privacy

arising from any advertisement, publicity article, broadcast or telecast, and caused by or arising out of advertising activities conducted by the Insured or on behalf of the Insured.

**Aircraft** means any vessel, craft or thing made or intended to fly or move in or throughout the atmosphere or space, other than:

1. model aircraft, and
2. unmanned tethered balloons used for advertising purposes.

**Defence Costs and Expenses** means the reasonable legal costs and expenses:

1. solely and exclusively incurred by the Insured with the prior written agreement of Us, to defend a claim under this section for which the Insured is entitled to indemnity
2. solely and exclusively incurred by Us to defend a claim under this section for which the Insured is entitled to indemnity, and
3. of any claimant who has made a claim against the Insured that is a claim under this section for which the Insured is entitled to indemnity and the Insured is liable to pay those legal costs and expenses.

Defence Costs and Expenses do not include the Insured's own internal costs including wages, salaries or costs of anyone else insured under this Policy.

**Employment Practices** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the Insured.

**Hovercraft** means any vessel, craft or device made or intended to float on, or in, or travel on, or through, the atmosphere or water on a cushion of air provided by a downward blast.

**Incidental Contract** means:

1. any written contract with any public authority for the supply of water, gas, electricity or telephone services in connection with the Business, but does not include those contracts in connection with work done for such authorities
2. any written rental agreement for the lease of real or personal property, provided such rental, lease or hiring agreement does not require the Insured to insure such property, and
3. where the Insured is required by contract to release any government, public authority, statutory authority or landlord, but only to the extent required by such contract.

**Insured** means:

1. the legal entity or person who is so named in the Certificate of Insurance
2. any subsidiary, controlled corporation or other organisation of the Named Insured existing at the inception date of the Period of Insurance
3. any new entity acquired or constituted by the Named Insured during the Period of Insurance through, consolidation, merger, purchase of assets, or assumption of control and active management, or creation, provided that:
  - a) the acquisition is notified to Us in writing within 90 days
  - b) We give notice to the Named Insured in writing that the new entity is covered under this Policy after the 90 day period, and

c) the Named Insured pay any additional Premium that may be required by Us in respect of the new entity.

4. every past, present or future director, executive officer, employee, partner or shareholder of the Insured in 1., 2. or 3. (including any spouse or family member of such person whilst performing a designated role in connection with the Business, attending a function or accompanying legitimate Business travel), whilst acting within the scope of their duties in such capacity
5. any voluntary worker of any Insured referred to in 1., 2. and 3.
6. any person whilst working for the Insured referred to in 1., 2. and 3. for the purpose of gaining unpaid work experience
7. any employee Stand-Alone Superannuation Fund managed by the Insured, including any trustees or directors of such fund
8. any Principal in respect of liability arising out of:
  - a) the performance by, or on behalf of, the Insured of any contract or agreement for the performance of work for such Principal, but only to the extent required by such contract or agreement, and
  - b) any Products sold or supplied by the Insured, but only in respect of the Insured's own acts or omissions in connection with such Products and in any event only for such coverage and Limit of Liability as provided by this section of the Policy.
9. any social or sporting clubs, childcare facilities, first aid, fire and ambulance services formed with the consent of the Insured referred to in 1., 2. or 3., including any office bearer or member of any such club whilst acting in that capacity
10. any director, partner, officer or executive of the Insured referred to in 1., 2. or 3. in respect of private work undertaken by any employee for such person, including any employee whilst actually undertaking such work, and
11. if any party named in the Certificate of Insurance as an Insured is an individual, the personal representative of that individual in the event of the death, incapacitation or mental disorder of that individual, but only in respect of liability incurred by that individual in connection with the Business.

**Named Insured** means the legal entity who is so named in the Certificate of Insurance.

**North America** means:

1. the United States of America and the Dominion of Canada, and
2. any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada, and
3. any country or territory subject to the laws of the United States of America or the Dominion of Canada.

**Occurrence** means an event including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury, Property Damage or Advertising Injury neither expected nor intended from the standpoint of the Insured.

All events of a series consequent on or attributable to one source or original cause, are deemed one Occurrence.

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

**Personal Injury** means any of the following:

1. bodily injury, death, sickness, illness, disability, disease, shock, fright, mental anguish or mental injury, loss of consortium or services resulting therefrom
2. false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation
3. wrongful entry, eviction or other invasion or right of privacy
4. defamation, unless arising out of Advertising Injury, and
5. assault and battery not intentionally committed by or at the direction of the Insured unless so directed for the purpose of preventing or eliminating danger to persons or property.

**Principal** means any person or entity with whom the Named Insured have entered into a written contract or agreement to do any work or provide any services in connection with the Business.

**Product** means anything, after it has ceased to be in the possession or under the control of the Insured, 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 or on behalf of the Insured including any discontinued products, labels packaging or containers, the design specification or formula of any products, and including directions and instructions, advice given or omitted to be given, in connection with such products.

The term Product shall not be deemed to include food and beverages:

1. sold or supplied by or on behalf of the Insured from any canteen or vending machine primarily for the use of the Insured's employees, or
2. served to employees or guests for consumption on any of the Insured's premises.

**Products Liability** means Personal Injury, Property Damage or Advertising Injury happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence and arising out of any:

1. Product, or
2. reliance upon a representation or warranty made by the Insured at any time with respect to any Product.

**Property Damage** means:

1. Damage to, or of, tangible property including subsequent loss of use of the property, or
2. loss of use of tangible property which has not been Damaged.

**Stand-Alone Superannuation Fund** means a superannuation fund or pension fund established by the Insured under its own trust structure managed by or on behalf of the Insured. It does not include an industry fund, a wholesale master trust, a retail master trust, public sector employees' funds or any investment or retirement fund managers.

**Territorial Limits** means:

1. anywhere in the world, except North America, and
2. North America if the Personal Injury, Property Damage or Advertising Injury arises from:

- a) Products exported into those countries without the Insured's knowledge
- b) overseas Business visits by travelling employees and/ or directors whose normal place of residence is outside North America, but not where they perform manual work or supervise manual work in North America.

**Tool of Trade** means a Vehicle that has tools, implements, machinery or plant attached to or towed by any Vehicle and is being used by the Insured at any Worksite or the Insured's Business Premises. Tool of Trade does not include any Vehicle whilst travelling to or from a Worksite or Vehicles that are used to carry goods to or from any premises.

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

## Additional benefits

The following additional benefit is available if You have selected this section.

### 1. Defence costs and expenses

With respect to the indemnity provided by this section We will pay, in addition to the Limit of Liability, for Defence Costs and Expenses.

We will defend any suit against the Insured seeking compensation for Personal Injury, Property Damage or Advertising Injury to which indemnity under this section applies, even if the allegations of the suit are groundless false or fraudulent.

We are not obliged to pay Defence Costs and Expenses or defend any claim or legal action after Our liability under this section to indemnify the Insured has been exhausted by either payment of judgment, settlement or payment to the Insured.

If a payment exceeding Our liability under this section to the Insured has to be made to dispose of a claim, the liability of Us for Defence Costs and Expenses is limited to the proportion that Our liability to indemnify the Insured under this section bears to that payment.

In the event of a claim being made against the Insured in any court, or before any other legally constituted body in North America, the total amount payable in respect of the claim by Us under this section, including Defence Costs and Expenses, are subject to the Limit of Liability stated in the Certificate of Insurance.

## Exclusions

This section does not cover:

### 1. Advertising injury

any Advertising Injury arising out of or in any way connected with any:

- a) statement made by, or at the direction of an Insured, where the Insured knew or suspected the statement, or any part of the statement was false, or

- b) failure to perform any obligation pursuant to any contract. This exclusion 1. b) does not apply to any claim for unauthorised appropriation of advertising ideas contrary to an implied contract, or
  - c) incorrect description of Products, goods or services, or
  - d) any mistake in the advertised price of Products, goods or services, or
  - e) failure of Products, goods or services to conform with advertised performance, quality, fitness or durability, or
  - f) Insured whose Business is advertising, broadcasting, publishing or telecasting.
- c) incurred by any Insured whose Business is advertising, broadcasting, publishing or telecasting.

## 2. Aircraft

any liability arising out of or in any way connected with:

- a) the ownership, use, maintenance, operation of any Aircraft by the Insured, or
- b) repair or servicing of critical components of Aircraft, or
- c) any Products that are incorporated into the hull or critical components of any Aircraft, or
- d) any Products where the Insured knew, or reasonably should have known, would be incorporated into the structure, machinery, controls or construction of any Aircraft.

## 3. Asbestos

any liability arising out of or in any way connected with, any claim or claims in respect of Personal Injury, Property Damage, Advertising Injury, loss or losses arising directly or indirectly out of, or in any way connected with asbestos, in whatever form or quantity.

## 4. Contractual

any liability arising out of or in any way connected with any liability or obligation:

- a) assumed under the terms of a contract, agreement or warranty, or
- b) which requires the Insured to effect or maintain insurance with respect to premises, property or goods not owned by the Insured.

This exclusion 4. a) does not apply to:

- a) the extent that such liability or obligation would have been implied by law in the absence of such contract, agreement or warranty, or
- b) liability assumed under an Incidental Contract, or
- c) any contract specifically excepted by Our written agreement.

## 5. Defamation

any liability for defamation arising out of or in any way connected with the publication or utterance of libel, slander, defamatory or disparaging material:

- a) resulting from statements made prior to the Period of Insurance, or
- b) resulting from statements made by the Insured, or at the direction of the Insured, with knowledge of its falsity, or

## 6. Employers liability

- a) any liability in respect of which the Insured is or should be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to workers compensation, whether or not such fund, scheme or insurance has been effected. However, this section will respond to the extent that the Insured's liability would not be covered under any such policy, fund, scheme or self insurance arrangement had it complied with its obligations pursuant to such law.

For the purpose of exclusion 6. a) the term 'worker' means any person deemed to be employed by the Insured pursuant to any workers compensation law or legislation. Voluntary workers and unpaid work experience students are not deemed to be the Insured's workers.

- b) any liability imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.
- c) any liability relating to Employment Practices.

## 7. Faulty work

any liability arising out of or in any way connected with the cost of reinstating, repairing, replacing, performing, completing, correcting or improving any work done or undertaken by or on behalf of an Insured.

## 8. Fines or penalties and punitive damages

any liability arising out of or in any way connected with fines, penalties, exemplary, punitive, liquidated or aggravated damages, and any additional damages resulting from the multiplication of compensatory damages.

## 9. Intentional conduct

any liability arising out of or in any way connected with the Insured's alleged or actual fraudulent, dishonest, malicious, intentional or criminal act or omission.

## 10. Loss of use

any liability for the loss of use of tangible property which has not been Damaged or destroyed resulting from:

- a) a delay in or lack of performance by or on behalf of the Insured in respect of any contract or agreement, or
- b) the failure of a Product or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness, or durability expressly or impliedly warranted or represented by the Insured.

This exclusion 10. b) does not apply to loss of use of other tangible property resulting from the sudden and accidental Damage to, or of the Product or work performed by or on behalf of the Insured, after the Product or work has been put to its intended use by any person or organisation other than the Insured.



## 11. Molestation

any liability arising out of or in any way connected with Personal Injury arising directly or indirectly out of or in any way connected with the actual, alleged, threatened or perceived sexual assault, sexual harassment or molestation of any person by the Insured or any party for whom the Insured may be vicariously liable.

## 12. Pollution

any liability arising out of or in any way connected with:

- a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of Pollutants into or upon any property, land, the atmosphere or any watercourse or body of water, including ground water, or
- b) the cost of testing, monitoring for, containing, removing, nullifying, or cleaning up of Pollutants, or the cost of preventing the release or escape of Pollutants.

Provided that with respect to liability incurred outside North America, this exclusion 12. shall not apply where such discharge, seepage, migration, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from the standpoint of the Insured which takes place in its entirety at a specific time and place during the Period of Insurance. This exclusion 12. will apply to any liability incurred in North America regardless of how it arises.

## 13. Product defect

any liability arising out of or in any way connected with Property Damage to any Products if the Damage is attributed to any defect in them or to their harmful nature or unsuitability. This exclusion 13. 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.

## 14. Property in physical or legal control

any liability arising out of or in any way connected with Property Damage to property owned by, leased, hired, on loan or rented to, or otherwise in the physical or legal control of the Insured other than:

- a) premises or part of any premises (including the contents of such premises), leased or rented to the Insured, or temporarily occupied by an Insured for the purpose of the Business. This clause 14. a) does not extend to any liability where the Insured have assumed the responsibility to effect or maintain insurance with respect to any premises referred to in this clause, or
- b) premises temporarily occupied by the Insured, including the contents of such premises, for the purpose of carrying out work in connection with the Business. This clause 14. b) does not extend to liability for Damage to, or of, any premises or contents on which the Insured was or is working on if such Damage arises from such work, or

- c) any other property temporarily in the Insured's possession for the purpose of being worked upon. This clause 14. c) does not extend to liability for Damage to, or of, that part of any property on which the Insured was or is working on if such Damage arises from such work, or
- d) any Vehicle, including its contents, spare parts and accessories while they are in or on a Vehicle, not belonging to or used by the Insured while such Vehicle is in a car park owned or operated by the Insured, provided the Insured does not operate the car park for reward as a principal part of the Business, or
- e) Property Damage to any Vehicle temporarily in the Insured's possession for the purpose of parking or removing from a car park such a Vehicle, or
- f) any other property, except property owned by the Insured, temporarily in the Insured's physical or legal care, custody or control, subject to a maximum of \$250,000 or other higher amount stated in the Certificate of Insurance, for any one Occurrence and in the aggregate during any one Period of Insurance.

## 15. Products guarantee

any liability arising out of or in any way connected with any guarantee or warranty given by or on behalf of the Insured in respect of any Product. This exclusion does not apply to a guarantee or warranty imposed by legislation.

## 16. Professional indemnity

any liability arising out of any breach of duty owed in a professional capacity or any error or omission connected therewith by the Insured or any person for whose breach of duty the Insured may be legally liable. This exclusion does not apply to claims arising out of:

- a) advice or service where no fee was charged, or
- b) the rendering of or failure to render professional medical advice by any person employed by the Insured (not being a qualified medical practitioner) to provide first aid on the Insured's Business Premises, or
- c) advice given in respect of the use or storage of Products.

## 17. Recall of products

any liability or expense arising out of or in any way connected with the withdrawal, recall, inspection, repair, adjustment, replacement, removal, cost of investigation, disposal or loss of use of any Products or any property of which the Insured's Products form a part, where such Products or property are withdrawn from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

## 18. Vehicles

any liability for Personal Injury or Property Damage caused by, or arising out of, the ownership, operation, use or possession of any Vehicle:

- a) which is registered for use on a public road or which is legally required to be registered, or

- b) in respect of which compulsory liability insurance or statutory indemnity is required by any legislation, whether or not such insurance has been effected.

However, this exclusion 18. does not apply to:

- a) claims in respect of Personal Injury where compulsory liability insurance or statutory indemnity does not provide indemnity, and where the reason or reasons why compulsory liability insurance or statutory indemnity does not provide indemnity, does not involve a breach of any legislation by the Insured
- b) Personal Injury or Property Damage arising out of, or in connection with, the loading and unloading of goods to or from any Vehicle, or from the delivery or collection of goods by any Vehicle
- c) Personal Injury or Property Damage arising out of the use of any Vehicle, including any tool or plant forming part of, or attached to, or used in connection with such Vehicle, whilst being operated or used as a Tool of Trade,
- d) Property Damage in relation to any Vehicle indemnified under exclusion clause 14 d) and e).

- b) at the Insured's own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency the Insured have knowledge of, or have reason to suspect.

### 3. Discharge of liability

We may at any time pay to the Insured, in respect of all claims against the Insured arising directly or indirectly from one Occurrence, the Limit of Liability after deduction of any amount already paid by Us in respect of those claims. This payment will extinguish all liability under the Policy in connection with such claim or claims, including Defence Costs and Expenses.

### 4. Waiver of subrogation

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

- a) each Insured
- b) any corporation, organisation or person that or who owns or controls the majority of the capital stock of any corporation or organisation that is an Insured. Where such corporation, organisation or person is covered by any other policy of insurance or indemnity, Our right of subrogation is not waived to the extent of cover and up to the amount of such other cover, and
- c) any government, public or local authority, statutory authority or any landlord insured under the definition of Incidental Contract sub-clause 3. but only to the extent required by such Incidental Contract.

## 19. Watercraft & hovercraft

any liability arising out of or in any way connected with the ownership, maintenance, operation or use by an Insured of any Watercraft exceeding 10 metres in length or any Hovercraft.

This exclusion does not apply to liability arising out of:

- a) the use of Watercraft by an independent contractor carrying out works and/or operations on behalf of the Insured in the course of the Insured's Business, or
- b) Watercraft or Hovercraft owned and operated by others and used by an Insured for the purpose of Business entertainment, or
- c) floating jetties, floating pontoons or buoys.

### 5. Other insurances

If the Insured makes a claim under this Policy in respect of an Occurrence recoverable under this Policy, which Occurrence is or may be covered in whole or in part by any other policy of insurance, the Insured must advise Us of the full details of such other insurance when making a claim under this Policy.

Notwithstanding anything contained in this Policy to the contrary, We agree that this Policy will, in respect of the Business, where a Principal or another (including Insured) has effected public liability insurance (the Primary Insurance), provide the following indemnity:

- a) to pay as compensation in respect of Personal Injury, Property Damage or Advertising Injury not otherwise recoverable under the Primary Insurance policies
- b) to pay all amounts in excess of that recoverable under the Primary Insurance policies, and
- c) to pay the difference (if any) between the excess under the Primary Insurance and the Excess that would have been applicable under this Policy if the Business or Products of the Insured had been insured, but

provided that such losses and/or amounts would, but for the existence of the Primary Insurance policies, be recoverable under this Policy and subject to the Limit of Liability, and provided that such cover is for the sole benefit of the Insured as defined in 1., 2., 3., 4. and 8. of the definition of Insured under this section.

## Special terms & conditions

### 1. Cross liabilities

Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct unit and the word Insured shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each, provided that nothing in this clause results in the increase of the Limit of Liability in respect of any Occurrence or Period of Insurance.

### 2. Reasonable care

The Insured must:

- a) take all reasonable precautions to:
  - i. prevent Personal Injury, Property Damage and Advertising Injury
  - ii. prevent the manufacture, sale or supply of defective Products, and
  - iii. comply and ensure that the Insured's employees, workers, and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for, or in connection with, the safety of persons and property,

# Section 6

## Employee Dishonesty

### Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

### Cover

1. We will indemnify You up to the Limit of Indemnity against Loss caused by any act of fraud or dishonesty of an identified Employee or Group of Employees that occurs up to 12 months prior to discovery by You but which is discovered during the Period of Insurance.
2. Cover is subject to:
  - a) You providing to Us, the Claim Documents, and
  - b) making available to Us for interview all persons nominated by Us who in Our opinion will be helpful to assist Us to investigate Your claim or a Loss, and
  - c) the terms and conditions of this section.

### Limitations

1. Our total liability for all Losses during the Period of Insurance shall not exceed the Limit of Indemnity shown on the Certificate of Insurance.
2. Our liability for all Losses relating to acts of fraud or dishonesty committed by one Employee, or any Group of Employees, or any number of Groups of Employees that contain one common Employee, will not exceed the Limit per Employee shown on the Certificate of Insurance.
3. Our liability will be reduced by the sum of all moneys to which an Employee who caused a Loss would have been entitled, but which are retained by You or which You are entitled to retain.
4. We will be liable only for that part of the Loss that exceeds the Excess shown on the Certificate of Insurance or on any endorsement to this section.

### Definitions

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Claim Documents** means:

1. the documentation created in the preparation of, or evidencing, a claim, and
2. all records and Documents that may assist Us to investigate:

### 6. Prevention of loss

In the event of an Occurrence, the Insured must promptly take at the Insured's expense all reasonable steps to prevent other Personal Injury, Property Damage or Advertising Injury arising out of the same or similar conditions. These expenses are not recoverable under this Policy.

### 7. Subrogation

In the event of payment under this Policy to or on behalf of the Insured, We are 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 in the exercise of such rights.

## Claims procedure

In addition to the claims procedures set out in the general conditions of the general provisions of this Policy, the Insured must give Us notice in writing of every loss, Damage, Occurrence, claim, writ, summons, impending proceedings, impending prosecution or inquest that is or might give rise to a claim under this Policy.

The Insured or their legal representative must:

1. take all reasonable precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any claim
2. take all practical steps to recover any property, and
3. not, without Our consent in writing, make any admission, offer, promise or payment in connection with any Occurrence or claim.

We will have full discretion in the conduct of any proceedings in connection with any claim and the Insured shall give all information and assistance as We may require in the prosecution, defence or settlement of any claim.

Please refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

- a) a claim, or
- b) a Loss, or
- c) Your right of recovery in consequence of a Loss, including electronic records, computer records, video and audio recordings, working papers, internal memoranda, reports, accounting records and audit documents.

**Employee** means:

1. a person:
  - a) employed by You under a contract of service, or
  - b) assigned, by any agency whose business it is to furnish personnel, to perform Employee duties for You, in the ordinary course of Your Business, during the Period of Insurance, and whom You have the right to direct in the detail of that person's performance of work
2. a former Employee during a period of not more than 6 months following the cessation of that person's service

but Employee does not include:

1. a person who is not directly paid remuneration by You other than as described in 1. b) above, or
2. a person who is one of Your directors or trustees, except when performing acts within the scope of the usual duties of an Employee, or
3. a person who is a member of any committee that examines or audits or has custody of, or access to, Your Money, negotiable instruments or goods.

**Group of Employees** means:

1. two or more Employees acting in collusion
2. an Employee acting alone and also acting as a member of a group of Employees, or
3. two or more groups of Employees having an employer in common.

**Limit of Indemnity** means the limit of indemnity shown in the Certificate of Insurance for all Losses during the Period of Insurance.

**Limit per Employee** means the limit per employee shown in the Certificate of Insurance, in respect of any Loss or all Losses caused by an act or acts of the one Employee or Group of Employees.

**Loss** means direct loss occurring during the Period of Insurance:

1. of:
  - a) Money, or
  - b) negotiable instruments, or
  - c) goods
 which belong to You, or are in Your possession, or for the Loss of which You are liable, and
2. occurring in the ordinary course of Your Business, and
3. discovered by You:
  - a) during the Period of Insurance, or
  - b) if this section is not renewed or is cancelled, within 12 months after the Period of Insurance or the date of cancellation for this section of the Policy,
 but in either case no later than 12 months after the cessation of employment of the relevant Employee or Group of Employees.

Loss does not include cover for any indirect or consequential loss whatsoever.

## Additional benefits

The following additional benefits are available if You have selected this section.

### 1. Superannuation funds

The definition of You, Your, Yours or Insured in the general definitions of the general provisions section of the Policy includes any superannuation or pension scheme formed by You and exclusively for the benefit of Employees, but does not include any scheme that is administered by a professional funds manager.

### 2. Welfare, social or sporting clubs

The definition of You, Your, Yours or Insured in the general definitions section of the Policy includes any welfare, social or sporting club formed with Your knowledge and consent exclusively for the benefit of Employees and their families.

### 3. Unidentified Employee

We will cover You for Loss caused by an unidentifiable Employee or Group of Employees, provided that:

- a) You can prove that the Loss was caused by fraud or dishonesty of an Employee or Group of Employees, and
- b) You bear any cost of proving that the Loss was caused by fraud or dishonesty. We will not pay any such cost under clause 10. Claim preparation expenses in the general conditions of the general provisions section of this Policy.

## Exclusion

This section does not cover Loss arising from an act committed by an Employee or Group of Employees after You have knowledge of, or reasonable cause to suspect, the commission by the Employee or Group of Employees of an act of fraud or dishonesty, unless if, when You first obtained the knowledge or reasonable cause for suspicion:

1. the Money, negotiable instruments or goods that are the subject of the Loss were in the possession of the Employee, and
2. You immediately took all reasonable action to regain possession of the Money, negotiable instruments or goods.

## Special terms & conditions

### 1. Notification of loss

You must:

- a) notify Us in writing within 21 days after discovery by You of Loss, or any act of fraud or dishonesty that may give rise to a Loss, or after You first have reasonable cause for suspicion thereof, and

- b) deliver to Us as soon as practicable, but no later than 3 months after the notice in Cover clause 2. a), the Claim Documents and full details in writing of the Loss and of Your claim under this section.

## 2. Observance of system of audit, supervision and checks

You must observe the system of audit, supervision and checks which, in connection with this section, You stated to Us at the commencement of this Policy or during the period during which You have held this Policy, that You observe.

## 3. Notification of alteration of risk

You must as soon as practicable notify Us in writing of any change that will or might increase the risk, including:

- a) a change in the nature of Your Business, or
- b) Your non-observance of the system of audit, supervision and checks which, in connection with this section, You stated to Us that You observe

so that We may either agree to Your proposed variation of its terms and conditions or cancel the section in accordance with the Insurance Contracts Act 1984 (Cth).

## 4. Prevention of further loss after discovery

You must, immediately when You discover Loss, take all reasonable steps to regain possession of the Money, negotiable instruments or goods and take all reasonable steps to prevent further Loss occurring.

## 5. Our rights of conduct and recovery

- a) We will, upon Your notice to Us of a Loss, have the right to recover the Loss and We will have full discretion in the recovery of the Loss
- b) You must not in any way prejudice Our right or ability to recover a Loss
- c) You must co-operate with Us fully in the recovery of a Loss.

## Claims procedure

Please refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

# Section 7 Machinery

## Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

## Cover

The property for which a Sum Insured is shown in the Certificate of Insurance, is insured whilst at the Situation during the Period of Insurance, for:

1. Machinery Breakdown, and
2. Deterioration of Goods in Cold Chamber.

The amount of indemnity will be determined in accordance with the clauses under settlement of claims.

## Limitations

In respect of Machinery, Our total liability for any claim arising out of one event or series of events arising directly or indirectly from one source or original cause will not exceed the Sum Insured shown in the Certificate of Insurance for Machinery.

In respect of Deterioration of Goods, Our total liability during any one Period of Insurance or for any claim arising out of one event or series of events arising directly or indirectly from one source or original cause will not exceed the Sum Insured shown in the Certificate of Insurance for Deterioration of Goods.

## Definitions

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Breakdown** means sudden and unforeseen Damage to Machinery, including Collapse and Explosion of Pressure Equipment, which requires repair or replacement to enable normal working to continue.

**Cold Chamber** means the cold storage chamber including all parts of the refrigeration or controlled atmosphere gas generating and scrubbing plant system including associated controls and pressure pipe systems necessary for the purpose of maintaining the temperature or gas concentration in the cold storage chamber.

**Collapse** means unforeseen and unexpected Damage, distortion, bending, or crushing of any part of Pressure Equipment, caused by vacuum or reduced pressure in the Pressure Equipment, including Damage caused by overheating resulting from insufficiency of water.

**Deterioration** in relation to Goods, with 'deteriorated' having a corresponding meaning, means unforeseen and unexpected putrefaction, decay or contamination of



refrigerated Goods within Cold Chambers as specified in the Certificate of Insurance, caused by a rise or fall in temperature due to:

1. Breakdown of Cold Chamber Machinery, for which a claim has been admitted under this section, or would have been admitted, other than for the application of the Excess
2. a change in the concentration of gases in the Cold Chamber caused by Breakdown
3. contamination of Goods caused directly by contact with refrigerant gas leaking from the insured Machinery
4. failure of thermostats or operation or failure of pressure controls or other limiting devices. This will not include loss due to the manual operation of switches or valves
5. failure of the public electricity supply to the terminal point of the suppliers feed at the Situation caused by:
  - a) an accidental failure of the supplier's system, or
  - b) a scheme of rationing necessitated solely by accidental Damage to a part of the supplier's system, or
  - c) a deliberate act of the supplier performed for the sole purpose of safeguarding life or protecting a part of the supplier's system.

**Explosion** means unforeseen and unexpected Damage caused by sudden and violent rending of the permanent structure of the Pressure Equipment by force of internal steam, gas or fluid pressure, including pressure of ignited flue gases, or vacuum causing displacement of any part of the Pressure Equipment together with forcible ejection of its contents.

**Goods** means the perishable goods specified in the Certificate of Insurance, including their packaging material, belonging to You, or for which You are responsible, or have assumed a responsibility to insure.

**Machinery** means the electric, electronic, Pressure Equipment, mechanical or hydraulic machinery together with associated controls belonging to You or for which You are responsible, or have assumed a responsibility to insure, but does not include:

1. wiring, fittings and outlet sockets of electric lighting or electric power circuits, or
2. computers, office machines and portable and/or hand-held electronic equipment, or
3. telephone and closed-circuit television installations, or
4. any Mobile Machinery, vessel, craft or thing made or intended to fly, float or travel, or stored in or mounted upon such Mobile Machinery, vessel, craft or thing, or
5. gaming, gambling, amusement, vending and/or coin/card-operated machinery, or audio or visual entertainment equipment, or
6. research, diagnostic and electro-medical equipment, unless specified in the Certificate of Insurance.

**Mobile Machinery** means any mechanically operated or driven machine on wheels or self-laid tracks.

**Pressure Equipment** means the permanent structure of a boiler, pressure vessel, economiser or superheater which are subject to internal steam, gas or fluid pressure (other than atmospheric pressure), including all direct attachments connected to the permanent structure and includes with respect to boilers the rotating, reciprocating or electrical apparatus attached to them.

## Settlement of claims

In the event of a claim the following clauses apply.

### 1. Breakdown

In respect of Breakdown of Machinery, We will, at Our option, repair or replace the Damaged items or pay the cash equivalent of such repair or replacement. We will also pay the cost of liquids or refrigerant gas or insulating oil necessary to complete the repairs.

The amount payable will include the cost of transport and labour and the onsite cost of parts.

If it is necessary to replace parts that are unavailable or obsolete, We will not pay more than the estimated cost of replacement of similar parts for similar type of plant currently available. If similar parts are found to be unobtainable, We shall not pay more than the manufacturer's or supplier's latest list price.

We will not pay for the costs of any alterations, improvements, maintenance or overhauls carried out on the occasion of the repair or replacement.

### 2. Explosion or Collapse of Pressure Equipment

We will, at Our option, repair or replace the Damaged items of Pressure Equipment or pay the cash equivalent of such repair or replacement as follows:

- a) in the case of repairable Damage, We will pay the cost of repairs necessary to restore the Pressure Equipment to its condition as it was when last working safely before the Explosion or Collapse.
- b) in the case of the Pressure Equipment that cannot be repaired at a cost less than the value of a new equivalent unit, We will pay the cost of installing and commissioning replacement Pressure Equipment of equivalent quality and size. If the Pressure Equipment is replaced with equipment that is of a better kind, quality or size, We will pay the cost that would have been incurred if an exact replacement had been installed
- c) if the repair or replacement is not effected within 12 months of the Explosion or Collapse, We will not pay more than the indemnity value of the Pressure Equipment immediately prior to the Explosion or Collapse.

The amount payable will include the costs of transport and labour, the onsite cost of parts and air freight.

We will not pay for the costs of any alterations, improvements, maintenance or overhauls carried out on the occasion of the repair or replacement.

### 3. Deterioration of Goods in Cold Chambers

We will, at Our option:

- a) replace the Deteriorated Goods, or
- b) pay the actual cost price of the Deteriorated Goods, including their packaging and the cost of disposing of them, however, We will not pay for any Deteriorated Goods that had passed their 'use by' or 'best before' dates at the date of loss.

In respect of each settlement option above for which a claim is made under this section, We will deduct the Excess and the value of any salvage obtained or estimated or assessed following repair or replacement.

## Additional benefits

The following additional benefits are available if You have selected this section.

### 1. Additional costs associated with repair

In respect of each event resulting in a claim that is admitted under this section for Breakdown of Machinery or Explosion or Collapse of Pressure Equipment, We will pay the reasonable expenses necessarily incurred for:

- a) temporary repairs
- b) hiring of substitute Machinery or Pressure Equipment
- c) overtime
- d) express freight including overseas air freight, and
- e) removing, storing and disposing of debris being the residue of Damaged Machinery or Pressure Equipment, excluding any Pollutants deposited beyond the boundaries of the Situation.

We will not be liable for:

- a) the costs and expenses for specialists or consultants to travel to or from Australia where these costs exceed \$5,000
- b) air freight by aircraft specifically chartered for the purpose
- c) overtime charges that exceed 50% of the cost of carrying out the repairs at ordinary rates, or
- d) Breakdown of Machinery or Explosion or Collapse of Pressure Equipment that has been hired or is on loan to You from a third party.

The most We will pay for any one event under this additional benefit is the lesser of \$25,000 or 50% of the total Sum Insured.

### 2. Cover for additional Machinery and Pressure Equipment

Cover is extended to include other Machinery or Pressure Equipment, delivered and installed, after the inception of this section at any of the Situations described in the Certificate of Insurance but:

- e) such additions must be of a similar type and class as described in the Certificate of Insurance
- f) such additions must be free from known defects and comply with all applicable statutory requirements
- g) cover will not attach until such additions have become Your responsibility and have operated satisfactorily at design load, for 8 hours in total
- h) section limits and Excesses will remain the same for such additions
- i) You must notify Us of such additions in writing within 90 days of the commencement of such additions
- j) You must pay the additional Premium required by Us for the insurance of such additions
- k) if such additions are unacceptable to Us, We shall, within 7 days of receiving Your notice, give You 7 days' notice that the additional plant is unacceptable to Us and on expiry of that period the additional plant shall no longer be covered.

### 3. Seasonal increase

The Sum Insured for Deterioration of Goods in Cold Chambers will automatically increase by 50% during the following periods:

- a) 60 days before Christmas Day and 21 days following Christmas Day
- b) 42 days before Good Friday and 10 days following Good Friday, and
- c) 42 days before any celebrated event of a festive, religious or ethnic nature other than Christmas or Easter where You can reasonably demonstrate that the Goods in Cold Chambers levels during that period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of that festive, religious or ethnic event, and 10 days following the same festive, religious or ethnic event or celebration.

### 4. Inflation protection

The declared value of Machinery items shall at the time of loss be increased according to the Consumer Price Index by the proportion that the number of days since the commencement of the Period of Insurance shall bear to the whole of the Period of Insurance.

### 5. Loss minimisation

If the Sum Insured on Deterioration of Goods is not exhausted and Deterioration occurs to Goods insured under this section, or if Deterioration is likely to occur to such Goods because of a Breakdown, We will pay any reasonable expenses incurred by You to prevent or minimise the loss of insured Goods:

- a) if as a result Our liability is reduced, or
- b) if the expenses were incurred with Our consent, or
- c) if You reasonably considered it expedient to incur these expenses but were not able to obtain Our consent.

## Exclusions

We will not pay for any loss or Damage caused by, or arising out of:

### 1. Consequential loss

Consequential loss, loss of use, or other indirect loss.

### 2. Liquidated damages

liquidated damages or penalties for delay or detentions or in connection with guarantees of performance or efficiency.

### 3. Wear and tear

repair or replacement necessitated by:

- a) wasting or wearing out of parts, caused by or resulting from ordinary use or working or gradual deterioration, or

- b)
- c) corrosion, cavitation, erosion, or deposits of scale, sludge or other sediment, or
- d) any direct consequences of progressive or continuous influences from working, or from atmospheric or chemical action other than accidental contact with acids or other corrosive substances causing Damage that manifests itself within 24 hours of such accidental contact, or
- e) rusting or scratching of painted or polished surfaces, but this exclusion does not apply to other Damage to Machinery or Pressure Equipment insured by this section resulting from such causes.

#### 4. Machinery

in respect of Machinery:

- a) loss or Damage directly or indirectly caused by, or arising from, or in consequence of any of the following:
  - i. fire resulting from explosion or otherwise, lightning, thunderbolt, spontaneous combustion, fermentation, heating or any process involving the direct application of heat, or
  - ii. aircraft or other aerial devices or articles dropped therefrom, or sonic boom, or
  - iii. earthquake, subterranean fire, volcanic eruption, tsunami, or
  - iv. storm, tempest, rainwater, snow, sleet, wind, hail, water from or action of the sea, tidal wave, high water, Flood, or
  - v. water, liquids, or substances discharged, overflowing or leaking from apparatus, appliances, pipes or other systems unless such apparatus, appliances, pipes or other systems form part of the Machinery, or
  - vi. riots, civil commotions, strikes or locked out workers, or persons taking part in labour disturbances, or acts of vandalism, or acts of any lawfully constituted authority in connection with the foregoing acts, cessation of work whether total or partial, or
  - vii. Explosion other than explosion of flue gas in boilers, or
  - viii. attempts by civil authorities to prevent the spread of fire, or
  - ix. theft or attempted theft, or
  - x. unexplained inventory shortages or disappearances, or
  - xi. unloading on delivery to, or loading prior to dispatch from the Situation, or
  - xii. incorrect siting, demolitions ordered by government or public or local authorities, or
  - xiii. erosion, subsidence, or collapse or any other movement of earth, or
  - xiv. testing and commissioning, intentional overloading or experiments, or

- xv. faults or defects known to You or to any employee whose knowledge in law would be deemed to be Your knowledge and not disclosed to Us at the time this insurance was arranged, extended, varied, renewed or reinstated, or
- xvi. any process of heat treatment, welding, grinding, cutting, drilling or shaping or the application of tools to the property other than for the purpose of lifting the insured machine or item, or
- xvii. Damaged or faulty doors, lids, catches, latches, locks or any door-closing or lid-closing or securing mechanism or device of a Cold Chamber, or

b) Damage caused to any of the following:

- i. bits, drills, knives, saw blades, heating elements, fuses, contacts that spark or arc, and electronic valves and tubes, lasers and magnetron units, or
- ii. dyes, moulds, patterns, blocks, stamps, punches, or
- iii. coating or engraving on cylinders and rolls, or
- iv. crushing, hammering or grinding surfaces, wear plates, screens, tyres, batteries, burner jets or other parts which by their use and nature, suffer a high rate of wear or gradual deterioration, or
- v. sieves, flexible pipes, seals, jointing and packing materials, filters, ropes, chains, belts, elevator and conveyor belts or bands, cables (other than electrical conductors), brushes, refractory materials, fire bars, unless as a result of Breakdown, or
- vi. fuels, chemicals, filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts or other operating materials. We will not pay for loss or Damage to refrigerants or transformer oils due to defective valves, glands, seals, gauges, or loose connections of pipes. However, this exclusion 4. b) vi. does not apply to loss or Damage to refrigerants or transformer oils due to breaking of pipes or flared joints, or
- vii. materials in the course of or undergoing processing, or
- viii. foundations and masonry unless specifically included and described in the Certificate of Insurance, or
- ix. any below ground turbine pump, submersible pump or motor, unless such pump or motor is fitted with an effective pressure or flow cut out switch that will stop the motor if the normal pumping pressure or flow is interrupted, or
- x. any unattended engine unless such engine is fitted with an effective automatic safety engine monitoring device and such device stops the engine in the event of a lubricating or cooling fault or failure.

## 5. Pressure Equipment

in respect of Pressure Equipment, repair or replacement following Damage directly or indirectly caused by, or arising from, or in consequence of:

- a) wasting or wearing away whether by leakage or corrosion or by the action of the fuel or otherwise, or
- b) slowly developing deformation or distortion, or
- c) cracks, fractures, blisters, lamination separation, flaws or grooving that has not penetrated the entire thickness of the material,

however, these exclusions 5. a), b) and c) will not apply to subsequent Explosion or Collapse.

## 6. Costs

the cost of:

- a) maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments, or
- b) alteration, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation, or
- c) modification or alteration of insured plant to enable it to operate with a more ozone-friendly refrigerant gas as required by the United Nations Environmental Protection Montreal Protocol, with respect to substances which deplete the ozone layer, unless conversion is necessitated by a claim that We have agreed to pay under this section.

## 7. Maintenance agreements

any costs You are entitled to recover for labour or parts under a maintenance agreement, warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant item or any other person.

## 8. Unsafe or unlawful operation

any unsafe or unlawful operation:

- a) if at the time of Damage:
  - i. the setting of any safety device was in excess of the limit imposed by any applicable regulation or the limit recommended by the manufacturer
  - ii. any safety device was removed or rendered inoperative
  - iii. the Pressure Equipment was not the subject of a current certificate of inspection as required by any regulation, or
- b) where the Pressure Equipment:
  - i. does not conform with all applicable Australian Standards or codes, or
  - ii. is operating in an unsafe condition, or
- c) where an inspection by a competent person has not been carried out at intervals specified in Australian Standard AS/NZS 3788:2006 (R2017).

## 9. Liability

legal liability of any kind.

## Claims procedure

Please refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

In the event of any Damage which might give rise to a claim under this section, You must preserve the parts affected and make them available for inspection by Us or Our representative. Upon notification of any loss or Damage being given to Us, You may carry out repairs or make good any minor Damage, but in all other cases You must give Us or Our representative an opportunity to inspect the Damage before any repairs or alterations are effected. If no inspection is carried out by Us or on Our behalf within a period of time which is reasonable having regard to the Situation of the risk, weather conditions and/or other relevant factors, You may proceed with such repairs or replacement.

Any inspection by Us of an item insured by this section shall not constitute a representation of ownership, safety, fitness for purpose, quality or merchantability.

# Section 8 Computer & Electronic Equipment

## Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

This section is made up of two parts:

- \* Part A – Computer Systems & Electronic Equipment
- \* Part B – Business interruption

## Definitions applicable to Parts A & B

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Accidental Damage** means Damage to Computer Systems or Electronic Equipment but does not include Damage caused by or as a consequence of:

1. Fire and Perils
2. Breakdown
3. theft or conversion, of any property hired out by You, by the hirer or by the employees or agents of the hirer of such property
4. theft by trickery.

**Annual Income** means the Gross Income during the 12 months immediately before the date of the occurrence of the Insured Damage. In the event of Insured Damage occurring before the completion of the first year's trading of Your Business, Annual Income shall mean the proportional equivalent for a period of 12 months of the Gross Income realised during the period between the date of the commencement of the Business and the date of the occurrence of the Insured Damage, after Adjustment.

**Adjustment** means adjustment as necessary to provide for the trend of the Business and variations in, or other circumstances affecting, the Business, either before or after the date of occurrence of the Insured Damage, or which would have affected the Business had the Insured Damage not occurred, so that the figures thus adjusted represent, as nearly as may be reasonably practicable, the results that, but for the Insured Damage, would have been obtained during the relative period after the Insured Damage.

**Breakdown** means sudden and unforeseen Damage resulting from electronic, electrical or mechanical failure of the insured Computer Systems or Electronic Equipment, requiring its repair or replacement.

**Computers** means Electronic Data processing equipment including software programs, but does not include equipment used for gaming, gambling, amusement, audio or visual entertainment or vending.

**Computer Systems** means Computers, Peripheral Equipment and Data Carrying Media, belonging to You, or for which You are legally responsible or have assumed a responsibility to insure.

**Data Carrying Media** means all discs, tapes, cards or other materials used for storing data.

**Electronic Equipment** means all parts of electronic equipment (including Computer Systems) belonging to You or for which You are legally responsible or have assumed a responsibility to insure.

**Electronic Data** means the information stored on the Data Carrying Media.

**Fire and Perils** means Damage resulting from:

1. fire, lightning, thunderbolt, spontaneous combustion, fermentation, heating or any process involving the application of heat. This includes Damage by civil authorities through attempts to prevent the spread of fire, or
2. aircraft or other aerial devices or articles dropped therefrom, sonic boom, or
3. earthquake, subterranean fire, volcanic eruption, tsunami, or
4. storm, tempest, rainwater, snow, sleet, wind, hail, Flood, action of the sea, tidal wave, high water, or
5. water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, or
6. riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances or vandalism by persons, or acts of any lawfully constituted authority in connection with the foregoing acts, or
7. explosion, or
8. impact by Vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, Watercraft or meteorites.

**Gross Income** means the total of:

1. the amount paid or payable to You for goods sold and services rendered, and
2. all other sources of income received in the course of the Business, and
3. the amount of closing Stock and work in progress at the end of Your financial year,

less:

1. purchases of Stock and consumables, and
2. the amount of opening Stock and work in progress at the beginning of Your financial year, and
3. Uninsured Working Expenses.

**Indemnity Period** means the period beginning with the date of the occurrence of the Insured Damage and ending not later than the last day of the indemnity period specified in the Certificate of Insurance, during which the results of the Business are affected as a consequence of the Insured Damage.



**Insured Damage** means:

1. Fire and Perils, or
2. Accidental Damage, or
3. Breakdown,

when shown as the type of cover in the Certificate of Insurance, or any combination of the above shown as type of cover in the Certificate of Insurance.

**Peripheral Equipment** means all other equipment connected to and operating from the Computer, excluding underground lines.

**Software** means a collection of programs which cause a Computer to perform a desired operation or series of operations.

**Standard Income** means the Gross Income during that period in the 12 months immediately before the date of the occurrence of the Insured Damage which corresponds with the Indemnity Period (appropriately adjusted where the Indemnity Period exceeds 12 months). In the event of Insured Damage occurring before the completion of the first year's trading of Your Business, Standard Income shall mean the proportional equivalent, for a period equal to the Indemnity Period of the Gross Income realised during the period between the commencement of the Business, and the date of the Insured Damage, after Adjustment.

**Total New Replacement Value** means the installed price of a new Computer System or Electronic Equipment of equivalent make and model and current manufacture.

**Uninsured Working Expenses** means the working expenses of Your Business which may cease or be reduced in direct proportion to the reduction in Gross Income as a consequence of the interruption or interference to Your Business.

## Part A Computer Systems & Electronic Equipment

### Cover

Where Computer Systems or Electronic Equipment for which a Sum Insured is shown in the Certificate of Insurance, and where the type of cover in the Certificate of Insurance, or any combination of the following is shown as a type of cover in the Certificate of Insurance, such item will be insured whilst at the Situation, as follows for:

1. Fire and Perils, or
2. Accidental Damage, or
3. Breakdown.

### Settlement of claims under Part A

The basis of any claims settlement under this Part A shall be as follows:

1. where the insured items are repairable, We will pay the cost of restoring the damaged portion to a condition substantially the same as but not better or more extensive than its condition when new
2. where the insured items are not repairable, We will pay the cost of replacing the item with a new item, of equivalent make and model, that is compatible with Your existing systems and programs.

The amount payable will include the costs of transport and labour, the onsite cost of parts and air freight within Australia.

### Additional benefits applicable to Part A

The following additional benefits are available if You have selected this section:

#### 1. Consulting engineers' fees

Where the Sum Insured has not been exhausted, We will pay the cost of consulting engineers' fees (excluding fees for preparing a claim) necessarily incurred with Our written consent, in the reinstatement of Computer Systems or Electronic Equipment. Where the Sum Insured is otherwise exhausted, the most We will pay under this additional benefit is \$5,000.

#### 2. Additional costs associated with repair

In respect of each event resulting in a claim admitted under this Part A for Breakdown of Computer Systems or Electronic Equipment, We will pay, up to the Sum Insured specified in the Certificate of Insurance against increased cost of working, for the reasonable expenses necessarily incurred for:

- a) temporary repairs
- b) hiring of substitute Computer Systems or Electronic Equipment
- c) overtime
- d) express freight including overseas air freight, and
- e) removing, storing and disposing of debris being the residue of damaged Computer Systems or Electronic Equipment, excluding any Pollutants deposited beyond the boundaries of the Situation.

We will not be liable for:

- a) the costs and expenses for specialists or consultants to travel to or from Australia, or
- b) air freight by aircraft specifically chartered for the purpose, or
- c) overtime charges that are 50% or more higher than the labour cost of carrying out the repairs at ordinary rates, or
- d) Breakdown of Computer Systems or Electronic Equipment that has been hired or is on loan to You from a third party.

#### 3. Equipment on loan

We will pay for Insured Damage to items that You have on loan temporarily, to replace insured Computer Systems or Electronic Equipment where We have admitted a claim under this section. The Sum Insured and cover for those items on loan will be limited to the cover that would have applied to the item it replaced.

#### 4. Inflation protection

The declared value of Computer Systems or Electronic Equipment items shall at the time of loss be increased according to the Consumer Price Index by the proportion that the number of days since the commencement of the Period of Insurance shall bear to the whole of the Period of Insurance.

## 5. Transit and temporary removal

Cover is extended to include Computer Systems or Electronic Equipment temporarily removed from the Situation to anywhere in Australia, but only to the extent of cover that is already provided. The most We will pay under this additional benefit is \$5,000 per event.

## Variations & extensions applicable to Part A

The cover set out below only applies if shown in the Certificate of Insurance.

### Transit and temporary removal

For Computer Systems and/or Electronic Equipment that are indicated in the Certificate of Insurance as having this variation & extension apply, cover is extended to include temporary removal from the Situation to anywhere in Australia (or worldwide if specified in the Certificate of Insurance). Cover is provided in accordance with the extent of cover already provided and also includes theft but not:

- a) whilst in storage or whilst being transported for storage or during permanent removal from the Situation, or
- b) if stolen from any unlocked Vehicle, or
- c) whilst left unattended in the open air, or
- d) whilst in transit as checked baggage or cargo.

## Part B Business interruption

### Cover

If the Business carried on by You is interrupted or interfered with as a result of Insured Damage occurring during the Period of Insurance:

1. to Computer Systems or Electronic Equipment covered under Part A of this section, for which a claim has been paid or liability admitted, or such claim would have been paid or liability admitted but for the application of a supplier's or manufacturer's warranty, hardware maintenance agreement, or Excess, or
2. to other property at, or within 20 kilometres of the Situation, which prevents or hinders access to, or use of, any Computer Systems or Electronic Equipment under Part A, or
3. to property, either at or away from the Situation, belonging to or under the control of suppliers of electric power, gas, water or sewerage reticulation control systems from which You obtain services, or
4. causing loss of data,

We will, after taking into account any sum saved during the Indemnity Period in respect of such charges and expenses of the Business as may cease or be reduced as a consequence of the interruption or interference, indemnify You in accordance with the settlement of claims clauses in this section.

## Settlement of claims applicable to Part B

### Item 1 Increased cost of working

We will pay the additional expenses necessarily and reasonably incurred during the Indemnity Period, with Our written consent, for the sole purpose of resuming or maintaining the normal operation of the Business, but not the cost of reinstatement of data.

### Item 2 Reinstatement of data

We will pay You up to the Sum Insured less the applicable Excess specified in the Certificate of Insurance for:

1. the actual cost of replacement of lost or Damaged Software and Data Carrying Media by new unused materials, and
2. any expenses which can be proved to have been incurred by You only for the purpose of restoring the Electronic Data by reproduction of data or information in a condition equivalent to that existing prior to Insured Damage and necessary to allow operation of the insured item to continue in the normal manner. Lost Electronic Data may be reproduced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form.

However:

1. We shall only be liable for costs and expenses incurred within a period of 12 months following the Insured Damage occurring within the Period of Insurance.
2. This extension only applies whilst the insured Data Carrying Media is:
  - a) at the Situation, or
  - b) at a media storage situation, or
  - c) temporarily at an alternative situation for processing purposes, or
  - d) in transit between any of these situations or situation.

### Item 3 Gross income

1. The amount by which the Gross Income during the Indemnity Period as a consequence of the Insured Damage falls short of the Standard Income, and
2. the additional expenditure necessarily and reasonably incurred by You for the sole purpose of minimising the reduction in Gross Income during the Indemnity Period, but not exceeding the reduction in Gross Income thereby avoided, and not including the cost of reinstatement of data.

If, during the Indemnity Period, services are rendered elsewhere than at the Situation for the benefit of the Business, either by You or by others on Your behalf, the money received or receivable in respect of those services will be brought into account in arriving at the amount of the Gross Income during the Indemnity Period.

### Additional benefits applicable to Part B

The following additional benefits are available if You have selected this section.

## 1. Professional accountants' charges

To the extent that the total Sum Insured under this Part B is not otherwise exhausted, We will pay the reasonable cost of accountants' and other professionals' fees and other expenses, necessarily incurred by You in producing or certifying the bills, accounts or particulars required by Us, in respect of any claim made under this section.

Where the Sum Insured is otherwise exhausted, the most We will pay under this additional benefit is the lesser of \$10,000, or 5% of the total Sum Insured on Item 1 Increased cost of working and Item 3 Gross income.

## 2. Additional rental charges

If, at the time of Insured Damage to any Computer Systems or Electronic Equipment for which a claim is payable, there is a lease or hire contract in force which is cancelled and replaced by a new contract in respect of a Computer Systems or Electronic Equipment similar to the one that was lost or damaged, We will pay the additional rental charges incurred that result directly from the Insured Damage.

The most We will pay under this additional benefit is 25% of the Sum Insured for Item 1 Increased cost of working and Item 3 Gross income.

Our liability will cease when the Business is no longer affected by the Insured Damage, or after a period of 2 years commencing from the time of the Insured Damage, whichever shall first occur.

This additional benefit is only payable if the Sum Insured for Item 1 Increased cost of working and Item 3 Gross income is not otherwise exhausted.

## 3. Failure of electricity

We will also pay in respect of interruption to, or interference with Your Business as a result of failure of the public supply of electricity to the terminal point of the supplier's feed at the Situation, but excluding failure caused by:

- a) a deliberate act of the electricity supplier, unless performed for the sole purpose of safeguarding life or protecting a part of the supplier's system, or
- b) a scheme of rationing, unless necessitated solely by Insured Damage to a part of the electricity supplier's system, or
- c) riot, strike, lock-out, or civil commotion unless arising solely out of Damage to or destruction of the electricity supplier's system (not being Damage or destruction resulting solely from cessation of work).

## 4. Return premium clause

If the Gross Income earned (as certified by Your accountants or auditors) during the financial year most nearly concurrent with the Period of Insurance is less than the Sum Insured for Gross Income, a pro rata return of Premium not exceeding 50% of the Premium paid for such Period of Insurance will be made in respect of the difference.

However:

- a) if a claim has been paid or became payable in the period for which an adjustment is to be made under this clause, the amount of the claim will be included in the calculation of Gross Income earned for the period

- b) no return of Premium will be allowed, unless You lodge the accountant's or auditor's certificate with Us within 12 months of the Period of Insurance for which the return of Premium is claimed.

## 5. Breakdown of essential air conditioning equipment

We will also pay in respect of interruption to or interference with Your Business as a result of the Breakdown of air-conditioning equipment, the operation of which is essential for the operation of Your Computer Systems, but only if:

- a) the air-conditioning equipment is insured under the Machinery section of this Policy, and
- b) a claim has been paid or liability admitted, or such claim would have been admitted but for the application of an Excess.

## 6. Failure of telecommunications data transmission networks

Cover for Item 1 Increased cost of working or Item 3 Gross income insured under Part B of this section is extended to include failure of telecommunications data transmission networks in Australia (hereafter referred to as 'Failure' for the purposes of this additional benefit 6), which Failure is not caused by a deliberate act of the telecommunications network, unless performed for the sole purpose of protecting a part of their equipment, but:

- a) the insurance cover under this additional benefit is limited to a period of 10 days from the date of such Failure
- b) We will not be liable in respect of Item 1 Increased cost of working or Item 3 Gross income incurred during the 36 hours immediately following such Failure, and
- c) We will not be liable in respect of Failure caused by riot, strike, lock-out, civil commotion, or vandalism, unless arising solely out of Damage to the telecommunications data transmission networks (not being Damage resulting solely from cessation of work).

## Additional benefits applicable to Parts A & B

The following additional benefits are available if You have selected this section.

### Cover for additional Computer Systems or Electronic Equipment

Cover is extended to include other Computer Systems or Electronic Equipment delivered and installed after the inception of this section at any of the Situations described in the Certificate of Insurance for a period of 90 days from the time of installation but excluding items hired by You, but:

- a) such Computer Systems or Electronic Equipment are insured only to the same extent as already described in the Certificate of Insurance
- b) cover is provided only if such Computer Systems or Electronic Equipment are in satisfactory working order when installed

- c) the Sums Insured and Excess as shown on the Certificate of Insurance shall be the same as for similar items already insured, and
- d) You must pay any Premium that We require.

## Exclusions to Parts A & B

This section does not cover Insured Damage caused by or arising out of any of the following:

### 1. Gradual deterioration

- a) the cost of repairs or replacements, or
- b) consequential loss resulting from interruption to or interference with the Business

directly due to repairs or replacements which are necessitated solely by wasting, wearing away or wearing out caused by or naturally resulting from ordinary use of working, rusting, corrosion, oxidation, gradual deterioration, chipping of painted surfaces or scratching of any surfaces of any part of an item of property.

### 2. Non-visible Damage to Data Carrying Media

loss of or Damage to data, including operating systems or application programs that is not accompanied by evidence of visible and identifiable Damage to the Data Carrying Media.

### 3. Maintenance agreement

the costs otherwise recoverable under any hardware maintenance agreement or hiring/leasing agreement or under any maker's or manufacturer's warranty.

### 4. Cost of alterations or improvements

the costs of any alterations, improvements, maintenance or overhauls carried out on the occasion of the repair or replacement.

### 5. Computer virus

loss of or Damage to data and operating systems resulting from Computer Virus.

### 6. Damage due to change in atmospheric conditions

Insured Damage caused by atmospheric conditions, moisture or change in temperature unless directly resulting from Damage to, or the malfunctioning of, air conditioning equipment.

### 7. The cost of:

- a) replacement of expendable items such as batteries, valves, x-ray and picture tubes, belts, chains, tapes, cards, ribbons, filters, tubes, electric heating elements or electrical contacts, or
- b) replacement of component parts worn through normal use or operation, unless necessary as part of the rectification of Insured Damage not otherwise excluded under this section.

### 8. Hire, rental, lease or loan

Insured Damage occurring to Electronic Equipment during any period when it is out of Your possession on hire, rental, lease or loan.

### 9. Manufacturers' or suppliers' guarantee/warranty

Insured Damage covered under any manufacturers' or suppliers' guarantee/warranty or which would have been covered but for a breach of Your obligations under the terms of the guarantee/warranty.

## Claims procedure

Please refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

# Section 9 Portable Property

## Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

## Cover

Where Property Insured for which a Sum Insured is shown in the Certificate of Insurance, and where the type of cover in the Certificate of Insurance is indicated, subject to the general exclusions in the general provisions of the Policy and the exclusions in this section, Property Insured will be insured anywhere within Australia, as follows.

### 1. Accidental loss or damage

We cover You for Damage to Property Insured caused by accidental loss or damage, up to the Sum Insured, which occurs during the Period of Insurance.

### 2. Fire, theft, collision and other specified perils

We cover You for Damage to the Property Insured, up to the Sum Insured, which occurs during the Period of Insurance where the Damage is caused by:

- a) fire, lightning, explosion, malicious damage or vandalism, or
- b) theft following forcible and violent entry which causes visible Damage to a locked Vehicle or building, or
- c) theft of equipment securely attached to a Vehicle through use of locks or padlocks, which results in visible Damage to the securing devices, or
- d) theft consequent upon threat of immediate violence or violent intimidation, or
- e) collision or overturning of the conveying Vehicle, or
- f) earthquake, subterranean fire, volcanic eruption, tsunami, or
- g) storm, tempest, rainwater, wind, hail, including Flood, but not Damage caused:
  - i. by water from or action of the sea, storm surge, high water, or
  - ii. to property in the open air unless such property is a permanent structure designed to function without the protection of walls or roof, or
  - iii. by erosion, subsidence, landslide or any other movement of earth, or
  - iv. from water seeping, percolating or otherwise penetrating into the building as a result of structural defects, faulty design or faulty workmanship in their construction, or
  - v. by water entering the buildings through an opening in the wall or roof made for the purpose of alterations, additions, renovations or repair.

## Definitions

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Conveyance** means the aircraft, train, Vehicle, vessel or Watercraft by which Property Insured is being transported.

**General Average** means any extraordinary sacrifice or expenditure relating to part of the ship or its cargo that is voluntarily and reasonably made or incurred for the purpose of preserving the whole ship or cargo at risk in a sea voyage.

**Property Insured** means the property listed on the current Certificate of Insurance under the Section 9 Portable Property cover section. The current Certificate of Insurance will show which of the cover options applies to Your Policy.

**Transit** means the time:

- a) when Property Insured first begins loading at the warehouse, premises or place of storage on or into the Conveyance, and
- b) continues through the ordinary course of carriage, until the Property Insured is first placed inside the receiver's warehouse, premises or place of storage, but
- c) both the loading and the first placing inside the receiver's warehouse, premises or place of storage must occur during the Period of Insurance for the definition of Transit to be satisfied.

## Settlement of claims

We will at Our option either:

- a) pay You the replacement cost of the Property Insured at the time of loss or Damage, or
- b) repair the Property Insured to a condition equal to but not better or more extensive than its condition when new, or
- c) replace the Property Insured with a new item that has the same features or features that are nearly the same as (but not less than) the item being replaced.

## Exclusions

This section does not cover any of the following:

### 1. Employee dishonesty

Damage due to, or sustained by or through theft, or any attempted theft, or any act of fraud or dishonesty committed by any:

- a) members of Your family, or
- b) person or persons in Your service, other than Damage due to, or sustained by, or through theft or any attempted theft following forcible and violent entry to the premises committed by any person or persons in Your service.

### 2. Territorial limitations

Damage occurring outside Australia.



### 3. Inventory shortages

Damage arising from unexplained inventory shortages or disappearances resulting from clerical or accounting errors, or shortage in the supply or delivery of materials to or from You.

### 4. Consequential loss

any consequential loss whatsoever.

### 5. Computer Virus

Damage caused by Computer Virus.

### 6. Gradual deterioration, pests, intrinsic faults or breakdown

Damage caused by:

- a) wear and tear, fading, scratching or marring, rust, corrosion, mildew, mould, Contamination or pollution, wet or dry rot, change of colour, flavour, texture or finish, dampness of atmosphere, variations in temperature, evaporation, disease, inherent vice, latent defect, loss of weight, depreciation, gradual deterioration or developing flaws, normal upkeep or making good, smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom), or
- b) insects or vermin such as rats, mice, rabbits, possums and birds, or
- c) faulty materials, or
- d) faulty workmanship, or
- e) mechanical, electrical or electronic breakdown.

This exclusion 6. applies to the part first and immediately affected and does not extend to subsequent Damage to other parts of the property occasioned by a peril which is not otherwise excluded.

### 7. Misuse of property

Property Insured not being used by You in accordance with the manufacturer's instructions.

### 8. Legal liability

any legal liability of whatsoever nature.

## Variations & extensions

The cover set out below only applies if shown in the Certificate of Insurance.

#### 1. Worldwide cover

Exclusion 2. Territorial limitations is deleted.

#### 2. Goods in Transit

We will cover You in respect of Damage, as provided by cover clause 2. Fire, theft, collision and other expressed perils, to Property Insured belonging to You or for which You are legally responsible, whilst it is in Transit within Australia.

### Excluded property within this variation & extension 2.

We will not be liable under this extension for Damage to any of the following property:

- a) Money: or
- b) jewellery, watches, furs, antiques, paintings, works of art, precious metals or precious stones or articles composed of any of them, or
- c) explosives, petroleum products in bulk or gas in bulk, or
- d) pets or livestock, or
- e) cigarettes, tobacco, wines, spirits or other alcoholic beverages,

unless specified in the Certificate of Insurance.

### Excluded perils within this variation & extension 2.

We will not pay for Damage:

- a) to refrigerated Stock, arising from any variation in temperature, unless the variation in temperature is directly caused by electronic or mechanical breakdown resulting in stoppage or malfunction of refrigerating machinery and the subsequent failure to perform its normal refrigeration cycle for more than 4 consecutive hours, or
- b) to Property Insured sent by post, unless by registered post, or
- c) that arises as a result of Property Insured being worked upon, or
- d) arising from insufficiency or unsuitability of packing, preparation or stowage of the Property Insured by You or Your employees, or
- e) arising from unfitness of any Conveyance or packaging for the safe carriage of the Property Insured.

### Additional benefits within this variation & extension 2.

Where Damage to Property Insured is covered under this extension, We will also pay the following additional benefits.

#### 1. On forwarding and transfer

The reasonable costs incurred for transferring, storing and/ or forwarding Property Insured to a suitable place.

The most We will pay under this additional benefit for any one loss is limited to the lesser of 15% of the Sum Insured for Property Insured under this extension, or \$25,000.

#### 2. Removal of debris

The reasonable costs incurred to remove, transport and dispose of Property Insured that is subject to the claim, provided that You are legally obliged to bear such costs.

The most We will pay under this additional benefit for any one loss is the lesser of 15% of the Sum Insured for Property Insured under this extension, or \$100,000.

### Conditions within this variation & extension 2.

#### 1. Benefit of insurance

The carrier or any other bailee of the Property Insured cannot claim any benefit under this section.

# Section 10 Taxation Investigation

## Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

## Cover

If You or any person on Your behalf has during the Period of Insurance, first received notification from the Australian Taxation Office (ATO) or a State or Territory government revenue office relating to:

1. the conduct of a taxation audit, or
2. a detailed and in depth investigation,

relating to Your liability to pay income tax, fringe benefits tax, capital gains tax, goods and services tax, payroll tax, superannuation payments tax, termination payments tax, or sales tax (including the amount of any such tax), in respect of Your Business, We will indemnify You for the necessary Costs which You reasonably incur up to the completion of the audit or investigation.

## Limitations

1. Our total liability in respect of any one audit or investigation will not exceed the Sum Insured shown in the Certificate of Insurance.
2. Our total liability in respect of all audits or investigations for which notice was first received during the Period of Insurance will not exceed the Sum Insured shown in the Certificate of Insurance.

## Definitions

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Accountant or Registered Tax Agent** means a person recognised by either the Institute of Chartered Accountants or the Australian Society of Accountants, or any other person registered by the ATO or a State or Territory government revenue office as a tax agent, engaged by You for the purpose of preparing, or supervising the preparation of, or reviewing prior to dispatch, all returns and statements required by the ATO or a State or Territory government revenue office, in respect of Your liability to pay tax, but does not mean You, or a person working for You under a contract of employment.

## 2. Claims procedure

In addition to the claims procedures in the general conditions in the general provisions of this Policy, You must also:

- a) ensure that delivered containers and seals are examined immediately by a responsible official of the receiver, and
- b) if the container is delivered Damaged or with seals broken or missing or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification, and
- c) if the Damage was not immediately apparent at the time of delivery, apply immediately for surveys to be performed by the carrier or other person who had charge of the Property Insured to be conducted within 3 days of delivery.

Any admissible claim under this section will not be prejudiced where:

- a) packages, excluding shipping containers, containing Property Insured, are not opened and unpacked immediately upon receipt into store, and
- b) Damage is only discovered by You when the packages are opened or unpacked, and
- c) the Damage has been discovered no later than 90 days after the receipt of packages by the receiver.

## 3. General average and salvage clause

If Your Property Insured is being transported by sea between Australian ports and a General Average is declared, We insure Your proportion of the General Average and/or salvage contribution irrespective of the amount insured being less than the contributory value, subject always to the Sum Insured stated in the Certificate of Insurance.

In the event of a General Average contribution arising under this extension, You must contact Us and obtain Our authority to contribute before signing any General Average bond.

## 4. Pairs and sets

In respect of a claim payable under this extension, where any Property Insured consists of articles in a pair or set, We will not pay more than the value of any particular article of the pair or set which may be Damaged without reference to any special value which such article or articles may have as part of such pair or set.

## Claims procedure

Please refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

**Costs** means fees, charges and disbursements of an Accountant or Registered Tax Agent or any other external professional person or consultant engaged by or replacing the Accountant or Registered Tax Agent, for work undertaken in connection with the audit or investigation.

**Unjustified Refusal or Failure** means Your declining to do or omitting to do anything which in Our opinion is unreasonable with respect to a request from the ATO or a State or Territory government revenue office or his or her agents or employees to provide evidence or information. However, Your refusal or failure to comply with such a request will not be deemed unjustified if it is based upon the reasonable advice of Your Accountant or Registered Tax Agent.

## Exclusions

We will not be liable for Costs relating to, or arising from:

### 1. Unjustified Refusal or Failure to comply

Your Unjustified Refusal or Failure to comply with any lawful request made by the ATO or a State or Territory government revenue office or his or her agents or employees for the production of documents or the supply of information.

### 2. Customs legislation

matters arising under customs legislation.

### 3. Prior audits

audits or investigations, notice of which or information as to their likely conduct, was received by You or by any person acting on Your behalf prior to the Period of Insurance. Receipt of such notice or information will have occurred where the ATO or a State or Territory government revenue office makes communication with You or with any person acting on Your behalf.

### 4. Territorial limitations

any audit or investigation concerning:

- a) income earned outside Australia and its external territories, or
- b) where the source of income is, outside Australia and its external territories, or
- c) where the services giving rise to the claim are performed by persons or firms ordinarily resident outside Australia.

### 5. Fraudulent acts

any fraudulent act or fraudulent omission committed by You, or on Your behalf, or any statement made by You, or on Your behalf that is false or misleading in a material particular and where the reason for such statement can be attributed to deliberate evasion, recklessness or carelessness by You or on Your behalf. This exclusion will not apply where a false or misleading statement:

- a) results from You being misled by the ATO or a State or Territory government revenue office, and
- b) You did not and could not be expected to know that the statement was false or misleading.

### 6. Imposition of penalties

the imposition of, or the seeking to impose, any tax, penalty tax, costs, interest or any fine.

### 7. Non accountant prepared returns

a return of income that has not been prepared or reviewed prior to dispatch by the Accountant or Registered Tax Agent, but this exclusion does not apply to a return that is:

- a) a prescribed sales tax return, or
- b) in respect of income derived from:
  - i. a contract of employment or service between You and a third party (not being income from a company employing You where You are a director of such company or have a financial interest in that company), or
  - ii. any superannuation, pension or like benefit received by You.

### 8. Payment of taxes after due date

Your failure to pay all taxes by the due date or within any extension of time granted by the ATO or a State or Territory government revenue office.

### 9. Error in information

in respect of any audit or investigation that results from You, or any person acting on Your behalf, becoming aware of any error or deficiency in any information, return of income or other documentation furnished to the ATO or a State or Territory government revenue office and choosing not to notify the ATO or a State or Territory government revenue office without delay.

### 10. Subsequent objections

any subsequent objection lodged with the ATO or a State or Territory government revenue office, the Administrative Appeals Tribunal, or the Federal or High Courts in respect of the audit, unless agreed to by Us prior to the lodging such objection.

### 11. Delay in response

Your delay in responding to enquiries of the ATO or a State or Territory government revenue office.

### 12. Costs after completion of audit

Costs incurred after the audit or investigation has been completed.

## Conditions

1. All taxation and other returns must be submitted within the time limits prescribed by all relevant statutes and regulations, or as required by or on behalf of the ATO or a State or Territory government revenue office, or within the extensions of time granted by the ATO or a State or Territory government revenue office.

# Section 11

## Personal Accident & Illness

### Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

### Cover

We insure you against any Defined Event, occurring to the Insured Person anywhere in the world during the Period of Insurance, but only if the Defined Event is individually selected by You and specified in the Certificate of Insurance.

2. You must make full and complete disclosure of all assessable income (including capital gains) as required by any relevant legislation and You must not omit from any such disclosure any matter or thing without which the disclosure is misleading in a material particular.
3. All accounts for Costs payable under this section be submitted to Us immediately upon receipt.

### Claims procedure

In the event of a claim arising:

1. You must at all times keep Us fully and continually informed of all material developments in relation to the audit or investigation the subject of any claim
2. You must take all necessary and reasonable steps to minimise any delays and the amount of any Costs incurred or likely to be incurred in connection with any audit or investigation
3. We or Our duly appointed agent may make Our own investigation into any matter which is or may be the subject of a claim, and
4. You must ensure that Your Accountant or Registered Tax Agent or solicitor cooperate with and assist Us in relation to any claim and/or any matter We wish to pursue with the ATO or a State or Territory government revenue office which is or may be the subject of a claim.

Defined Event	Of the Capital Benefit
1. Injury to the Insured Person, which must within 12 calendar months, result in their:	
a) Death;	100%
b) Total and irrecoverable loss of all sight in both eyes;	100%
c) Total and permanent loss of the use of both hands;	100%
d) Total and permanent loss of the use of both feet;	100%
e) Total and permanent loss of the use of one hand and one foot;	100%
f) Total and permanent disablement such that they cannot engage in or attend to any profession, business or occupation for the remainder of their life;	100%
g) Total and permanent loss of the use of one arm or of the greater part of one arm;	80%
h) Total and permanent loss of the use of one leg;	75%
i) Total and irrecoverable loss of all sight in one eye together with irrecoverable loss of at least 50% of the sight in the other eye;	75%
j) Total and permanent loss of the use of one hand or of five fingers of one hand, or the lower part of one arm;	70%
k) Total and permanent loss of the use of one foot or the lower part of one leg;	60%
l) Total and permanent loss of hearing;	50%
m) Total and irrecoverable loss of all sight in one of two eyes;	50%
n) Total and irrecoverable loss of the lens in one of two eyes;	50%
o) Total and permanent loss of the use of one thumb -	
i. both phalanges; or	30%
ii. one phalanx;	15%
p) Total and permanent loss of the use of any finger -	
i. three phalanges;	10%
ii. two phalanges; or	8%
iii. one phalanx;	4%
q) Total and permanent loss of the use of -	
i. all toes of each foot:	30%
ii. great toe - both phalanges;	10%
iii. great toe - one phalanx; or	5%
iv. each toe other than great toe: or	4%
r) Total and permanent deafness of one ear	12.5%

Defined Event	Of the Weekly Benefit
2. Injury which within 12 calendar months results in:	
a) total disablement of the Insured Person from engaging in or attending to the normal duties of their profession, business, or occupation; or	100%
b) partial disablement of the Insured Person from engaging in or attending to their normal duties of their profession, business, or occupation.	25%
3. Illness of the Insured Person.	100%

Defined Event	Of the Capital Benefit
4. Illness of the Insured Person resulting in:	
a) total and incurable blindness; or	
b) complete and permanent paralysis of any two limbs;	
such blindness or paralysis having continued for a period of 12 calendar months provided that the Insured Person has become entitled to Compensation for Illness under Event 3. only.	100%

## Definitions

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Average Weekly Earnings** means the average weekly amount earned by the Insured Person (after deducting the average weekly expenses incurred in earning that income) over the period that the Insured Person has been continuously engaged in his or her occupation, trade, business, profession or employment, or over 52 weeks, whichever is the shortest period, immediately before the date on which the Defined Event occurred.

If the Insured Person is a proprietor or partner in the Business We will also include in Average Weekly Earnings for each week of continuing incapacity, 1/52nd of the share of the annual expenses which:

- are the ongoing expenses of the Business
- are normally paid from the gross billings attributable to the personal efforts of the Insured Person, and
- the Insured Person must continue to meet.

**Capital Benefit** means the amount specified for Defined Event 1. and/or 4. in the Certificate of Insurance as the 'Capital Benefit'.

**Compensation** means the amount calculated by multiplying the percentages specified in the Defined Events table by the Capital Benefit or Weekly Benefit.

**Defined Event** means the events set out in the table appearing on page 57.

**Excess Period** means the period, shown in Your Certificate of Insurance, for which We will not pay You Compensation, beginning after the Insured Person first receives medical advice from a registered medical practitioner, in respect of each separate occurrence of any Weekly Benefit Defined Event.

**Illness** means any sickness, disease, or physical impairment of the Insured Person, first manifesting itself during the Period of Insurance and which prevents the Insured Person from engaging in, or attending to, all of the normal duties of their profession, business, or occupation but not including an Injury.



**Injury** means bodily injury caused by accident to the Insured Person but not including any condition which is also an Illness.

**Insured Person** means a person specified in the Certificate of Insurance as a person in respect of whose Injury or Illness insurance cover is provided under this section.

**Weekly Benefit** means the amount specified for Defined Events 2. and/or 3. in the Certificate of Insurance as the 'Weekly Benefit'.

## Settlement of claims

If you have a valid claim under this section, We will settle the claim on the basis set out below.

### 1. Compensation

We will pay You Compensation.

### 2. Our Limit of Liability

- a) If You become entitled to Compensation for Capital Benefit under more than one Defined Event resulting from the same Injury, We will not pay:
  - i. for any Defined Event if it is included in any other Defined Event for which a greater amount of Compensation is payable, or
  - ii. in total, more than the Capital Benefit.
- b) We will not pay Compensation:
  - i. for the same Insured Person after You received Compensation for Capital Benefits under Defined Events 1.a) to r) or 4.
  - ii. for Weekly Benefits under Defined Events 2. and 3.:
    - a) for a total period exceeding 104 weeks as a result of any single Injury or Illness, or
    - b) in respect of the same period of time, or
    - c) for any amount exceeding 85% of the Insured Person's Average Weekly Earnings not replaced from any other source, or
  - iii. for any period prior to the Insured Person receiving medical advice from a registered medical practitioner,
  - iv. for any Excess Period.
- c) The Weekly Benefits in Defined Events 2. and 3. are in addition to the Capital Benefits in Defined Events 1. and 4., if selected by You and specified in the Certificate of Insurance.

### 3. Workers Compensation

The total amount of Compensation payable for Weekly Benefits in Defined Events 2. and 3. will be reduced by the amount of weekly compensation payable to the Insured Person for the same Injury or Illness pursuant to the provisions of workers' compensation or similar legislation.

## Additional benefits

If You have a valid claim for Capital Benefits under Defined Event 1.f) for total and permanent disablement, or Defined Event 4. We will also insure You for the following additional benefit necessarily and reasonably incurred, but You must obtain Our consent prior to any of the costs being incurred.

Limits to additional benefits, in addition to the Sum Insured.

### 1. Rehabilitation Costs

We will pay up to a total of \$10,000 for each Insured Person, for the costs incurred by the Insured Person to:

- a) undergo a rehabilitation program
- b) acquire necessary equipment
- c) modify their home or car

other than hospital treatment or ancillary health benefits as set out in the National Health Act 1953 or any amended, subsequent or replacement legislation.

If You are insured under this section, We will extend Your insurance to include the following additional benefits.

Limits to additional benefits, not in addition to the Sum Insured.

### 1. Disappearance

- a) If the:
  - i. Insured Person disappears following the sinking, disappearance or wrecking of the conveyance in which the Insured Person was an occupant, and
  - ii. Insured Person's body is not found within 1 year,
  - iii. We will presume that the Insured Person has died as a result of Injury.
- b) If after payment of Compensation, the Insured Person is found alive, You must repay the Compensation to Us.

### 2. Exposure

If following Injury, the Insured Person is exposed to the elements and as a result suffers a condition for which Compensation is payable, such condition will be treated as though it was an Injury.

## Exclusions

We do not insure you under this section for Injury or Illness in the circumstances set out below.

### 1. Suicide

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to a deliberate self-inflicted injury or suicide.

### 2. Venereal disease

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to venereal disease or the contraction or complications of any sexually transmitted disease, other than syphilis technica.

### 3. HIV or AIDS

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to infection with Human Immunodeficiency Virus (HIV) or variants including Auto Acquired Immune Deficiency Syndrome (AIDS) or any Illness which is caused by or made more likely by the contraction of HIV or its variants and AIDS Related Complex (ARC).

### 4. Hernia

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to hernia however caused, except where the Insured Person is insured for both Injury and Illness.

### 5. Alcohol or Drugs

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to the Insured Person being:

- a) under the influence of intoxicating liquor or drug, other than a drug taken or administered by, or in accordance with, the advice of a registered medical practitioner, or
- b) addicted to intoxicating liquor, or drugs.

### 6. Riot, Malicious Act or Criminal Act

We will not pay for Injury or Illness caused directly or indirectly or attributable to or consequential upon the Insured Person:

- a) taking part in a riot or civil commotion
- b) acting maliciously, or
- c) taking part in any criminal activity.

### 7. Aerial Activities

We will not pay for Injury or Illness caused directly or indirectly or attributable to or consequential upon the Insured Person engaging in any form of aerial flight or aerial activities, except if the Insured Person travels by air as a passenger in an aircraft that is authorised to fly under any legislation that relates to the safety of aircraft.

### 8. Sports or Motor Cycling

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to the Insured Person engaging in:

- a) football of any code, except amateur football but only if You have selected the variations & extensions 3. Amateur Football
- b) polo, polocrosse, boxing, kickboxing, wrestling, racing of any kind (other than on foot), underwater activities (involving artificial breathing methods), competitive snow or ice sports, ski-jumping either water or snow, pot holing, bungee jumping, mountaineering or rock climbing, abseiling, hang-gliding, paragliding, or parachuting of any kind
- c) water skiing or riding on a flotation device being towed by a boat, except if You have selected the variations & extensions 2. Water Skiing

- d) motorcycling as passenger or driver, unless:
  - i. the motorcycle is being so used in connection with the business of working on a farming or pastoral property and has an engine capacity of not more than 400 cubic centimetres, or
  - ii. you have selected the variations & extensions 1. Motor Cycling, or
- e) professional sporting activities.

### 9. Excluded Condition

We will not pay for Injury:

- a) arising in any way from any 'Excluded Condition' specified in the Certificate of Insurance,
- b) beyond the usual time determined by a registered medical practitioner that the Insured Person should have recovered from the Injury if recovery had not been hindered by the 'Excluded Condition', or
- c) which would not have incapacitated the Insured Person but for the 'Excluded Condition'.

### 10. Excluded Illness

We will not pay for any:

- a) pre-existing Illness specified in the Certificate of Insurance as excluded, or
- b) Illness existing at, or contracted within 28 days after, the commencement of insurance under Defined Events 3. and 4.

### 11. Existing Condition

We will not pay for any pre-existing condition or Illness.

### 12. Illness Age Limit

We do not insure any person over 60 years of age under Defined Events 3. and 4.

## Specific conditions

If You elect to be insured under this section of the Policy, You must follow the specific conditions noted below otherwise We may deny any liability to pay any claim under this section.

#### 1. Medical Consultation

- a) Immediately following the occurrence of any Injury or Illness which may give rise to a claim under this section, the Insured Person must at their expense consult a registered medical practitioner and follow the advice given.
- b) You must supply, at Your expense, all certificates and information required by Us and in a form acceptable to Us.
- c) The Insured Person must comply with all requests by Us to undergo any medical examination as often as is required and at Our expense.

#### 2. Post mortem

In the event of the death of the Insured Person We may order a post mortem examination at Our expense.

### 3. Alteration to the Risk

- a) You must give immediate written notice to Us of any change in the occupation of any Insured Person and pay any additional Premium that may be required by Us.
- b) If after the commencement of this section any Insured Person is affected by any disease or physical defect or infirmity of which You become aware, You must give written notice to Us prior to the next renewal date detailing the circumstances of the change.

### 4. Additional Accident and Illness Insurance

You must give immediate written notice to Us of any other policy of insurance which You have, or become aware of, against accident, disease, Injury or Illness, effected by or on behalf of an Insured Person.

## Variations & extensions

These variations & extensions do not apply to Your Policy unless shown on Your Certificate of Insurance.

### 1. Motorcycling

We will extend Your insurance under this section to include claims for Injury or Illness directly or indirectly caused by or attributable to motorcycling.

### 2. Water skiing

- a) We will extend Your insurance under this section to include claims for Injury or Illness directly or indirectly caused by or attributable to water skiing or riding on a flotation device being towed by a boat.
- b) We will not pay for Injury or disablement directly or indirectly caused by, attributable to, or consequential upon ski-jumping.

### 3. Amateur football

We will extend Your insurance cover under this section to include claims for Injury or Illness directly or indirectly caused by or attributable to football played as an amateur for and against amateur clubs, or official amateur club training.

### 4. Optional exclusion of initial period of Compensation

- a) We will not pay Weekly Benefits for Injury or Illness under Defined Events:
  - i. 2.a)
  - ii. 2.b), or
  - iii. 3.  
for the number of weeks specified in the Certificate of Insurance as 'Optional Exclusion of Initial (Number Of) Weeks Period of Compensation'.
- b) We will reduce the 104 weeks aggregate period of Compensation in Settlement of claims clause 2.b) ii. by the number of weeks specified.

## Claims procedure

You must tell Us in writing as soon as possible after the Insured Person suffers any Injury or Illness that may result in a claim.

You must pay the cost, if any, of certificates, reports or other evidence that We may require, except as noted under special conditions 2. Post mortem.

Our claim forms include certificates of incapacity to be filled in on behalf of the Insured Person. We will only consider an initial certificate of incapacity from a medical practitioner. We may require additional supporting proof if You are claiming for any period of incapacity before the date on which the initial certificate was issued. We will tell You if We need You to provide any other specific information.

We will consider certificates of continuing incapacity from a medical practitioner or from a registered physiotherapist, registered chiropractor or register osteopath if appropriate to the Insured Person's Injury or Illness.

You must ensure the Insured Person is available as required for examination by any medical practitioners chosen by Us. We will pay for the examinations We require.

Please also refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.

# Section 12

## Commercial Motor Vehicles

### Introduction

This section forms part of the Policy only if shown in the Certificate of Insurance and if so, must be read together with the general definitions, general exclusions, general conditions, in the general provisions section of the Policy and all other terms expressed in the Policy and Certificate of Insurance.

### Cover

There are two types of cover available under this section.

- Part A – Damage to or theft of Your Vehicle or Commercial Caravan
- Part B – Third party liability

For each type of cover, the section operates as follows:

Type of cover	We Will Not Pay Refer also to the Exclusions in this section and the general exclusions in the general provisions of the Policy
<p><b>Comprehensive</b> <b>Part A – Damage to or theft of Your Vehicle or Commercial Caravan, and</b> <b>Part B – Third party liability</b></p> <p><b>Fire, theft &amp; third party</b> <b>Part A – Damage to or theft of Your Vehicle or Commercial Caravan but only for theft or Damage by fire, explosion or lightning, and</b> <b>Part B – Third party liability</b></p> <p><b>Part A Damage to or theft of Your Vehicle or Commercial Caravan</b></p> <p>We will cover You during the Period of Insurance for Damage to Your Vehicle or Commercial Caravan shown in the Certificate of Insurance as a result of an Accident, in accordance with the type of cover You have selected. We will only do this if Your Vehicle or Commercial Caravan is used with Your permission, within Australia and the Damage to your Vehicle arises from the Use of Your Vehicle.</p>	<p><b>Part A – Damage to or theft of Your Vehicle or Commercial Caravan</b></p> <p>We will not pay for Damage caused by or arising out of:</p> <ol style="list-style-type: none"> <li>1. any consequential loss or financial expenses incurred as a result of You not being able to use Your Vehicle or Commercial Caravan, or</li> <li>2. mechanical damage (other than by fire) as a result of the absence or leaking of lubricant or coolant, or using a type of lubricant or coolant that is not intended for the make and model of Your Vehicle, or</li> <li>3. structural, mechanical, electrical, or electronic breakdown, or failure. However, this specific exclusion will not apply to: <ol style="list-style-type: none"> <li>a. Damage to Your Vehicle or Commercial Caravan if an Accident occurs resulting from such breakdown or failure, or</li> <li>b. the cover given under Additional benefits – Part A Comprehensive only 18. Mechanical breakdown,</li> </ol> </li> <li>4. pre-existing damage, or</li> </ol>

Type of cover	We Will Not Pay Refer also to the Exclusions in this section and the general exclusions in the general provisions of the Policy
	<ol style="list-style-type: none"> <li>5. solidification of any goods carried by Your Vehicle, Commercial Caravan or any container attached to Your Vehicle, or</li> <li>6. Damage by theft or attempted theft of Your Vehicle or Commercial Caravan: <ol style="list-style-type: none"> <li>a. during or after a fire or Accident unless You have taken reasonable steps to ensure the safety of the Vehicle or Commercial Caravan, or</li> <li>b. by false pretence or by fraudulent conversion, or</li> <li>c. by any person to whom You have entrusted the Vehicle or Commercial Caravan for any purpose, or</li> </ol> </li> <li>7. the tyres of the Vehicle or Commercial Caravan being damaged by the application of brakes, or by road punctures, cuts or bursts, or</li> <li>8. wear and tear, rust or corrosion, gradual deterioration or depreciation.</li> </ol>
<p><b>Third party liability only</b></p> <p><b>Part B - Third party liability</b></p> <p>We will indemnify You and any Additional Insured for liability arising from property damage or bodily injury as a result of an Accident occurring during the Period of Insurance caused by the Use of Your Vehicle or Commercial Caravan, if it is:</p> <ol style="list-style-type: none"> <li>1. registered for use on a public road, or</li> <li>2. a towed vehicle for which registration is not required by law.</li> </ol> <p>In addition, this part of the section operates for liability arising from property damage if Your Vehicle is mobile machinery that is exempt from registration, being used on a public road or on public property and carrying a legal permit for such use.</p>	<p>We will not pay for:</p> <ol style="list-style-type: none"> <li>1. any liability arising from death or bodily injury: <ol style="list-style-type: none"> <li>a) to any member of Your family or to any person ordinarily residing with You or with whom You ordinarily reside, or</li> <li>b) in respect of which You are, or any other person is, required by law to have in force a compulsory insurance policy or be a member of a statutory compensation scheme, at the time such liability is incurred, or</li> <li>c) in respect of which insurance is required by virtue of any statutory workers' compensation scheme, or</li> <li>d) if Your Vehicle or Commercial Caravan is registered in the Northern Territory of Australia.</li> </ol> </li> </ol>

Type of cover	We Will Not Pay Refer also to the Exclusions in this section and the general exclusions in the general provisions of the Policy
	<ol style="list-style-type: none"> <li>2. any fines or any punitive, exemplary or aggravated damages which a court awards against You or another person covered under this Policy.</li> <li>3. any liability caused by operating Your Vehicle as a mobile crane to lift goods. This exclusion does not apply to loading or unloading goods onto or from Your Vehicle, by use of a crane mounted on the Vehicle.</li> <li>4. any damage to any property owned by or in the care or control of a person covered under this Policy. The following property is not subject to this exclusion: <ol style="list-style-type: none"> <li>a) employees' or visitors' vehicles and their contents while in a carpark owned or operated by You, or</li> <li>b) any building that is both rented and occupied by You.</li> </ol> </li> <li>5. any claim bought in any country outside Australia, or in a court within Australia exercising the jurisdiction of a country other than Australia.</li> <li>6. any liability caused by any Vehicle or Mobile Plant that is being used as a Tool of Trade other than allowed by the Tool of Trade definition.</li> <li>7. any damage to any trailer or disabled vehicle being towed by Your Vehicle other than the limited cover given under Additional benefits – Part A. Comprehensive and Fire, theft &amp; third party liability, 3. Use of trailers.</li> </ol>

### Maximum limit applicable to Part A

If this section covers more than one Vehicle or Commercial Caravan, the maximum amount We will pay for the total of all claims arising from one Event is \$15,000,000 unless stated otherwise in Your current Certificate of Insurance

### Maximum limit applicable to Part B

Your Certificate of Insurance shows, as the Limit of Liability, the maximum amount We will pay for all claims arising from one Event being:

1. \$35,000,000, or
2. \$1,000,000 if Your Vehicle is being used for the transport of Dangerous Goods and complies with the Dangerous Goods Code, or
3. If an amount is specified in the Certificate of Insurance, that amount.

## Definitions

In this section the following capitalised words have the meanings set out below wherever they appear in this section.

**Accident or Accidental** means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

**Additional Insured** means:

1. any person in charge of Your Vehicle with Your permission
2. any passenger in, or on, Your Vehicle
3. Your employer, partner or principal when Your Vehicle is used on behalf of any of them
4. Australian governments, local governments or statutory bodies when Your Vehicle is used on behalf of any of them
5. the legal representative of a deceased person covered under this Policy.

**Agreed Value** means the amount (exclusive of GST) nominated by You that We have agreed to insure Your Vehicle or Commercial Caravan for, as shown in the Certificate of Insurance.

**Commercial Caravan** means the caravan shown on the Certificate of Insurance which is not self or mechanical propelled, including its permanent fixtures and fittings and contents, but only whilst used in connection with Your Business and not personal use.

**Dangerous Goods** means freight that consists of goods defined as dangerous in the Dangerous Goods Code.

**Dangerous Goods Code** means the current Australian Code for the Transport of Dangerous Goods by Road and Rail.

**Dry Hire** means the hiring out of Your Vehicle without a driver.

**Event** means a single Accident or a series of Accidents with the same original cause.

**Excess** means the amounts shown in the Certificate of Insurance which You must contribute, in respect of each and every Vehicle or Commercial Caravan, when You make a claim. Excesses shall be cumulative.

**Hire Vehicle Costs** means the amount paid by You to hire a replacement vehicle, but does not include running costs, Damage to the hire vehicle, any insurance excess or other costs which You may be liable for under the hire vehicle agreement.

**Immediate Family** means Your spouse, de-facto partner, parents, siblings and dependent children.

**Market Value** means the cost (exclusive of GST and stamp duty) to replace a Vehicle or Commercial Caravan with another vehicle or commercial caravan of the same age, condition, make and model, immediately before the Damage.

**Mechanical Breakdown** means the actual breaking, burning out or malfunction of any part of Your Vehicle (excluding such breakdown due to placing an incorrect type or inappropriate fuel, lubricant or coolant into a Vehicle, or failing to place the correct or appropriate fuel, lubricant or coolant into a Vehicle) whilst in the course of use within the limits specified by the manufacturer, as a result of internal, electronic, electrical or mechanical defect causing sudden stoppage of normal operation and necessitating repair before it can resume normal operation.



**Mobile plant** means a self-propelled Vehicle or machine which is not normally registered for on road use and is used for excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work.

**Modification** means enhancements that affect the performance, or diminish safety, or change the characteristics of the Vehicle beyond the manufacturer's specification.

**Non-Standard Accessories** means accessories that were fitted as an optional extra at the factory or accessories that were fitted after the Vehicle left the manufacturer.

**Permanently Attached Plant** means a piece of equipment which cannot be easily removed and is necessary for Your Vehicle to operate in the ordinary course of Your Business. This may include a crane arm, hydraulic lifting equipment, concrete bowls, tilt trays, concrete pumping equipment, or other similar equipment.

**Personal Effects and Tools** means items of clothing, personal belongings, or tools used in connection with Your Business, but not including:

1. mobile electric devices
2. cheques, money, credit cards or negotiable instruments.

**Principal** means a person for whom You act as agent or representative and includes the Commonwealth or a State or Territory Government.

**Reasonable Costs** means appropriate and fair expenses which are not excessive or extreme in matters of pricing.

**Standard Accessories** means accessories that come standard with the Vehicle or Commercial Caravan at the time of manufacture.

**Sum Insured** means the Agreed Value or Market Value specified in the Certificate of Insurance, or in other documents forming part of Your Policy, against each of Your Vehicles or Commercial Caravans.

**Third Party** means a person who is not the Insured or is not a person to whom cover is provided directly to by this Policy.

**Tool of Trade** means use of Your Vehicle or Mobile Plant for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work, other than for:

1. loading and unloading goods onto or from a Vehicle, by use of a crane mounted on that Vehicle, or
2. transport or haulage.

**Total Loss** means:

1. We assess that the likely cost to repair the Vehicle or Commercial Caravan plus the value of the salvage exceeds the Market Value, or
2. the Vehicle or Commercial Caravan is stolen and not recovered within a reasonable period of time as determined by Us.

**Uninsured Vehicle** means that neither the owner nor the driver of the other vehicle is insured against liability for property damage.

**Use of Your Vehicle** means use of Your Vehicle:

1. in connection with Your Business, or
2. for private use.

For Part B Third party liability only, Use of Your Vehicle also includes:

1. goods falling from it

2. loading and unloading it, but not carrying a load (or part of a load) to or from Your Vehicle
3. towing a single trailer, caravan or disabled vehicle.

**Valid Licence** means the appropriate licence required by law to drive or operate the Vehicle. Valid licence includes a learner's permit. The driver must be with someone who holds a full licence to drive Your Vehicle if it is a condition of the permit.

**Vehicle** means any mechanically propelled machine, including Standard Accessories and Permanently Attached Plant, that is designed to travel on wheels or self-laid tracks, described in the Certificate of Insurance and including Non-Standard Accessories specified in the Certificate of Insurance.

## Settlement of claims

The amount payable in respect of Damage to Your Vehicle or Commercial Caravan insured under Part A Damage to or theft of Your Vehicle or Commercial Caravan will be as set out below.

### 1. Replacement, repair or reinstatement

Following Damage to Your Vehicle or Commercial Caravan indemnified under Part A Damage to or theft of Your Vehicle or Commercial Caravan, We may decide to:

- a) repair or replace Your Vehicle or Commercial Caravan or, at Our option, make a cash payment equivalent to the cost of repairing or replacing Your Vehicle or Commercial Caravan, or
- b) reinstate Your Vehicle or Commercial Caravan to its condition before it was damaged, or
- c) pay the Market Value of Your Vehicle or Commercial Caravan where Market Value is shown on Your Certificate of Insurance, or
- d) pay the Agreed Value where Agreed Value is specified for Your Vehicle or Commercial Caravan as shown on Your Certificate of Insurance.

If We elect to repair Your Vehicle or Commercial Caravan:

- a) You can suggest a repairer, or We can suggest one for You. If We do not accept Your choice of repairer, You must still cooperate with Us to select another repairer that We both agree on.
- b) When Your Vehicle or Commercial Caravan is repaired, the repairer may use reusable parts or parts that are not manufactured by a supplier to the Vehicle or Commercial Caravan's original manufacturer which:
  - i. are consistent with the age and condition of the Vehicle or Commercial Caravan
  - ii. do not affect the safety or the structural integrity of the Vehicle or Commercial Caravan
  - iii. comply with the Vehicle or Commercial Caravan manufacturer's specifications and applicable Australian Design Rules
  - iv. do not adversely affect the post repair appearance of the Vehicle or Commercial Caravan, and

- v. do not void or affect the warranty provided by the Vehicle or Commercial Caravan manufacturer
- c) In repairing Your Vehicle or Commercial Caravan, We may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.
- b) the maximum We will pay, in respect of Damage to any such vehicle is the Market Value, the amount You paid for it or \$300,000 whichever is less
- c) You notify Us within 60 days of acquisition, and
- d) You pay Us any additional Premium and applicable Excess in the event of a claim.

## 2. Total Loss

When We have settled a claim as a Total Loss:

- a) We will deduct any Excess that applies to Your claim, any outstanding Premiums, and any unused portion of registration fees and compulsory third party insurance, and
- b) the wreckage becomes Ours, and
- c) the insurance on the Vehicle or Commercial Caravan terminates without refund of Premium.

However,

- a) If Your Premium is payable by instalments, You must pay the balance of the annual Premium for the time remaining on Your Policy before We will pay Your claim.
- b) If Your claim is for a collision and We decide the other driver was completely at fault, We will allow this section to continue for a replacement vehicle. In that event, You only pay any extra Premium We require because of the change in risk or circumstances or type or value of Vehicle for the time remaining on Your Policy.

## Additional benefits – Part A Comprehensive only

If You have a valid claim under Part A, the cover is extended to include the following additional benefits for Comprehensive cover only. The additional benefits will not serve to increase the maximum sum payable under Part A beyond \$15,000,000. The additional benefits are subject to all exclusions, terms and conditions of the Policy.

### 1. Accidental death of driver

We will pay You \$4,000 in addition to the Sum Insured, in the event of the death of the driver of the Vehicle or Commercial Caravan:

- a) arising out of an Accident involving the Vehicle or Commercial Caravan, and
- b) occurring within 12 months from the date of the Accident.

We will not apply an Excess for a claim for this additional benefit only.

### 2. Automatic addition

We will provide Comprehensive cover on vehicles purchased by You during the Period of Insurance, provided that:

- a) such vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance

### 3. Car Sharing agreement

We agree that payment made by passengers as part of a private car sharing agreement for social or other similar purposes, including travelling to and from work, does not constitute the conveyance of passengers for hire, fare or reward.

### 4. Completion of journey

We will pay up to \$5,000 for the Reasonable Costs of:

- a) hiring another vehicle of similar make and model to complete the journey, or
- b) returning Your driver and any non fare-paying passengers to the point of departure, or, at Your option, transporting them to the driver's destination, or
- c) overnight accommodation costs if the journey cannot be completed within the day, following Damage if Your Vehicle cannot be safely driven.

### 5. Disabled driver modifications

We will pay up to \$10,000 for the Reasonable Costs incurred to modify Your Vehicle or Your driver's own private vehicle, if Your driver is permanently injured in an Accident involving Your Vehicle.

### 6. Dry hire (applicable to Mobile Plant only)

We will extend cover on insured Mobile Plant during Dry Hire, provided that:

- a) You have an executed contract for hire agreement in place containing a provision that the hirer will be responsible for Damage, and
- b) the hire agreement is not subject to any damage waiver, or conditions restricting Our rights of subrogation.

### 7. Emergency Repairs

We will pay up to \$3,000 for the Reasonable Costs of immediate repairs to enable Your Vehicle or Commercial Caravan to be driven safely or to be moved to a place of safety following Damage as a result of an Accident involving Your Vehicle or Commercial Caravan.

### 8. Emergency service costs

We will pay up to \$25,000 for charges imposed on You by the following authorities, as a result of an Accident involving Your Vehicle or Commercial Caravan:

- a) Fire Brigade
- b) State, Federal or Local Government Emergency Services
- c) Police.

## 9. Employees vehicles

We will provide Comprehensive cover to Your employees using their own vehicles, but only if:

- a) Your employee is using their vehicle in the course of their employment with You, and
- b) Your employee has observed and fulfilled the terms and conditions of this Policy as though Your employee were the insured, and
- c) the vehicle is not covered under any other policy of insurance providing similar insurance as that provided under this additional benefit.

The maximum We will pay in respect of damage to any such vehicle is the Market Value or \$25,000 whichever is the lesser.

## 10. Expediting expenses

We will pay up to \$5,000 or 50% of the normal repair costs, whichever is less, for the Reasonable Costs necessary to effect immediate temporary repairs or to expedite permanent repairs to Your Vehicle or Commercial Caravan.

## 11. Faultless collision excess waiver

We will not apply any Excess if:

- a) Your Vehicle or Commercial Caravan is involved in a collision with another vehicle, and
- b) We are satisfied and agree that the driver of the other vehicle is totally at fault, and
- c) You provide Us with the registration number of the other vehicle, and the name and address of its driver, and
- d) Your claim exceeds the Excess(es) that would otherwise be applicable.

## 12. First aid kit expenses

Where You or Your driver have been involved in an Event causing injury to a Third Party and the Event involves Damage to Your Vehicle or Commercial Caravan, We will pay You or Your driver's Reasonable Costs up to a maximum of \$2,500 for any one Event towards Your or Your driver's first aid costs regarding the Third Party, but only to the extent that such first aid has been administered and only to the extent these costs are not medical expenses which We are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth) or any amended, subsequent or replacement legislation.

## 13. Funeral expenses

We will pay up to \$25,000 for funeral, burial or cremation expenses in the event of the death of Your driver:

- a) arising out of an Accident involving Your Vehicle or Commercial Caravan, and
- b) occurring within 12 calendar months from the date of Accident.

This additional benefit includes the expenses associated with the funeral, burial or cremation. It also extends to include transportation of the body of the deceased person and necessary travel by any member of the deceased person's Immediate Family.

## 14. General average charges

We will pay general average and salvage charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia, provided You obtain Our consent before You sign any general average bond and We are satisfied this is appropriate.

## 15. Goods in transit

We will pay for Damage to Your goods or the goods of a Third Party whilst being carried or in Your Vehicle or Commercial Caravan which has a carrying capacity not exceeding 5 tonnes as the result of Damage which is covered by Part A up to a maximum of \$5,000 subject to an additional \$250 Excess per Event.

This additional benefit will only apply to loss, destruction or damage to Your goods or the goods of a Third Party if they are not covered by any other contract of insurance or for loss or damage which is in excess of any benefit available under any other contract of insurance.

## 16. Immediate family travel expenses

Where You, or Your driver whilst driving Your Vehicle are injured and hospitalised as a result of an Event covered by this section, We will pay Reasonable Costs up to a maximum of \$3,000 any one Period of Insurance for travel, accommodation, meals and related expenses for You, or Your driver's Immediate Family to visit the injured driver in hospital.

## 17. Lease or finance vehicle payout

We will pay up to 25% of the Market Value of Your Vehicle or Commercial Caravan or the Sum Insured shown on Your current Certificate of Insurance, whichever is the lesser, toward the discharge of Your obligation under a lease agreement or finance agreement, if:

- a) Your Vehicle or Commercial Caravan is declared a Total Loss, and
- b) the lease or finance agreement payout exceeds the amount payable under the basis of loss settlement, and
- c) Your Vehicle or Commercial Caravan was not purchased via a personal loan or other form of credit.

The amount payable under this additional benefit will be reduced by any:

- a) payments and interest in arrears at the time of Damage, or
- b) discounts in respect of finance discharge, including interest for the unexpired term of the agreement.

## 18. Mechanical breakdown

We will pay the Reasonable Cost of repairs to Your Vehicle resulting from Mechanical Breakdown provided that Your Vehicle is:

- a) less than 5 years old from its original manufacture and has travelled less than 100,000 kilometres at the date of such Mechanical Breakdown, and
- b) not used for the carriage of fare paying passengers, and
- c) not used by You as a courier or freight carrier in Your Business, and
- d) less than 5 tonnes carrying capacity.

We will not pay more than \$2,000 in respect of any one Mechanical Breakdown, or more than the lesser of \$6,000 or the Market Value of Your Vehicle for all Mechanical Breakdowns in any one Period of Insurance.

This additional benefit does not require a valid claim under Part A 1. Comprehensive cover, for the benefit to be applied.

## 19. New vehicle option

If Your Vehicle is:

- a) less than 24 months old from the date Your Vehicle was first registered, and
- b) declared a Total Loss,

We will replace Your Vehicle with a new vehicle of the same make and model and with the same accessories, (or if unavailable, a vehicle of similar make and model and with similar accessories), including registration fees, compulsory third party insurance, delivery charges and stamp duty.

Upon delivery of the replacement vehicle, You will need to pay:

- a) any Excess that applies to Your claim, and
- b) any outstanding Premium, and
- c) the unused portion of registration fees and compulsory third party insurance of the Total Loss Vehicle.

## 20. Other interested party

In the event of any Damage to the Vehicle insured under this section which is subject to a lease or other financing arrangement whereby the financier retains security over the Vehicle, the financier will be an insured under this section but only to the extent that the financier's remaining interest in the Vehicle insured under this section was affected at the time of the Damage to the insured Vehicle.

## 21. Personal effects & tools

We will pay up to \$2,000 in total for loss, destruction or damage to Personal Effects and Tools belonging to You or Your employees, if they are not otherwise insured, and suffer loss, destruction or damage in an Accident involving Your Vehicle or Commercial Caravan.

## 22. Removal of debris

We will pay up to \$50,000, for the cost necessarily incurred in the clean-up and removal of debris from Your Vehicle or Commercial Caravan including debris from:

- a) goods falling from Your Vehicle or Commercial Caravan; or
- b) the spillage escape or explosion of goods being carried by Your Vehicle or Commercial Caravan.

## 23. Repair guarantee

If Your Vehicle or Commercial Caravan is repaired by a repairer suggested by Us, We guarantee the quality of those repairs for as long as You own the Vehicle or Commercial Caravan.

## 24. Replacement of locks and keys

We will pay up to \$5,000 per Vehicle to a maximum of \$10,000 per Event, for the Reasonable Costs of replacing the key ignition barrel and all locks and keys, or re-coding Your locks including associated electronic components of the Vehicle, if Your keys are stolen or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated.

## 25. Signwriting

We will pay the Reasonable Costs of signwriting or fixed advertising signs, murals, special artwork, or materials, forming a permanent part of Your Vehicle or Commercial Caravan following Damage to Your Vehicle or Commercial Caravan.

## 26. Stamp duty for transfer of ownership

If We settle a claim on Your Vehicle as a Total Loss, We will pay You for stamp duty and transfer fees that are due on the transfer of ownership of a replacement vehicle into Your name. We will pay only an amount based on the value of the insured Vehicle immediately before the Damage.

## 27. Tarps, gates, chains, dogs & straps

We will pay for the Reasonable Costs to repair or replace tarpaulins, gates, chains, dogs and straps as a result of Damage, up to a maximum of \$5,000 per Event. However, this additional benefit will not apply to any theft claim, unless Your Vehicle has been stolen at the same time.

## 28. Taxi fare

We will pay up to \$100 in addition to the Sum Insured for the cost of a taxi fare paid by You for the transport from the scene of an Accident where Your Vehicle incurs Damage and requires towing, provided that You provide Us with a receipt.

## 29. Trauma counselling

We will pay the Reasonable Costs for counselling for You, Your drivers or the Immediate Family of You or Your drivers following:



- a) Your death if it arose from the Accident involving Your Vehicle or Commercial Caravan which caused the Damage, or
- b) the death of Your driver if it arose from the Accident involving Your Vehicle or Commercial Caravan which caused the Damage, or
- c) the death of any other person if it arose from the Accident involving Your Vehicle or Commercial Caravan which caused the Damage and either You or Your driver was present at the Accident scene when it occurred.

We will pay for trauma counselling up to a maximum of \$5,000 per Event. The trauma counselling must be directly arranged by Us. The cover is only provided to the extent that any payment does not comprise medical expenses which We are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth) or any amended, subsequent or replacement legislation.

### 30. Tyre replacement

We will pay the Reasonable Cost of replacing a tyre with a new tyre of similar make and specification to the tyre that is damaged, when a tyre is damaged and unable to be used again as a result of Damage provided that the condition of the damaged tyre's remaining tread conformed with all legal requirements at the time of Damage and was not recapped or retreaded.

### 31. Unspecified Non-Standard Accessories or Permanently Attached Plant

We will pay the Reasonable Costs to repair or replace Non-Standard Accessories or Permanently Attached Plant, limited to 25% of the Market Value of the Vehicle or \$5,000 whichever is the lesser, unless otherwise stated in the Certificate of Insurance.

### 32. Vehicle being transported

We will pay for Damage to the Vehicle whilst being transported by road, rail, sea or air between places in Australia or while being loaded before or unloaded after such transportation.

## Additional benefits – Part A Comprehensive and Fire, theft & third party

If you have a valid claim under Part A, the cover is extended to include the following additional benefits for Comprehensive or Fire, theft & third party liability cover:

#### 1. Hire vehicle following fire or theft

We will pay up to \$3,000 in total for the Reasonable Costs incurred by You for hiring a replacement vehicle, of similar make and model or carrying capacity, following notification by You to Us of fire or theft of Your Vehicle.

We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss. However, this cover only applies if Your Vehicle is a sedan or station wagon or other vehicle with a carrying capacity up to 5 tonnes.

#### 2. Towing or return of vehicle

We will pay the Reasonable Costs of towing Your damaged Vehicle after an Accident to a repairer near the Accident site or to any other place approved by Us and pay for the Reasonable Costs of returning Your Vehicle following its repair or recovery.

#### 3. Use of trailers

We will pay up to \$2,500 or the Market Value of the trailer, whichever is the lesser, for Damage sustained by any two-wheeled or four-wheeled trailer while it is attached to Your Vehicle. We will not provide any cover under this additional benefit if there is any other insurance in place covering the same Event.

## Additional benefits – Part B Third party liability

Where We have accepted a claim under Part B Third party liability and subject to the exclusions in this section and all other terms and conditions of the Policy, We will also pay the following additional benefits. These additional benefits will not serve to exceed the Limit of Liability as noted on Your Certificate of Insurance.

#### 1. Contractual liability

We will cover You for liability for Third Party property damage arising under any undertaking or indemnity, given or contracted for or by You provided that such liability would have attached under the section in the absence of such an undertaking or indemnity or contract.

#### 2. Damage caused by uninsured vehicles

Where Your Vehicle is insured for Part B – Third party liability only or Part A Fire, theft & third party as indicated in the Certificate of Insurance, We will pay for Damage to Your Vehicle caused by, or arising from, a collision with another vehicle (other than Vehicles owned by You or under Your control) provided that:

- a) the other driver is identified, and
  - i. has no insurance cover in respect of damage caused by such vehicle, and
  - ii. is substantially responsible for the damage, and
- b) You agree that We can recover any amount We pay to You from the other driver on Your behalf, and
- c) You agree not to take separate action without Our written consent.

We will not pay more than \$10,000 under this additional benefit in respect of any one Event.

#### 3. Legal costs

We will pay for Your legal costs and expenses incurred with Our written consent in respect of Your liability to a Third Party for damage to that Third Party's property as a result of the Use of Your Vehicle or Accident involving your Commercial Caravan.



#### 4. Movement of other vehicles

We will pay for Your liability for damage to Third Party property arising out of You lawfully moving any Vehicle parked in a position so as to prevent or impede the loading, unloading or legitimate passage of Your Vehicle.

#### 5. Non-owned vehicles

We will pay for Your liability arising from the use of any vehicle that is:

- a) not owned or supplied by You, and
- b) being driven by You or a person authorised by You in connection with Your Business, and
- c) not covered under any other policy of insurance providing similar insurance as that provided under this additional benefit.

We will not pay for Your liability for loss, destruction or damage to such vehicle.

#### 6. Towing disabled vehicles

We will pay for Your liability for damage to Third Party property occasioned whilst Your Vehicle is towing any disabled vehicle provided the disabled vehicle is not being towed for reward or financial gain.

## Exclusions - applicable to Part A Damage to or theft of Your Vehicle and Part B Third party liability

#### 1. Asbestos

We will not pay for Damage or liability caused by or arising directly or indirectly from the use or in any way connected to asbestos.

#### 2. Dangerous Goods

We will not pay for Damage, or liability caused by or arising directly or indirectly from:

- a) explosives or radioactive substances, in any quantity
- b) all Dangerous Goods if the manner in which they are transported does not comply with the current Dangerous Goods Code, or any other applicable legislation and regulations.

#### 3. Deliberate act

We will not pay for Damage or liability caused by or arising directly or indirectly from a deliberate act ordered or carried out by You, or by any person acting with Your permission, except when it is to avoid or reduce damage that would otherwise happen.

#### 4. Excluded drivers

We will not pay for Damage or liability caused by or arising directly or indirectly from:

- a) any person who does not have Your permission to be driving Your Vehicle, or
- b) any person who does not hold a Valid Licence required by law for driving Your Vehicle, or

- c) any person whose driving licence is not valid in the place where Your Vehicle is being used, or
- d) any person driving while under the influence of alcohol or any drug, or
- e) any person driving with an illegal amount of alcohol or any drug in their blood, or
- f) any person who refuses to be legally tested for alcohol or any drug, or
- g) any person or group of people excluded in Your Certificate of Insurance, or
- h) any unspecified person if Your Certificate of Insurance restricts use to specified drivers.

However, if the person driving Your Vehicle is excluded above and You can show that:

- a) Your Vehicle was stolen or illegally driven without Your permission, or
- b) You could not reasonably have known that the driver was unlicensed or would be driving while affected by alcohol or a drug,

and the driver is not named as one of the Insured, We will still provide cover under this section to the Insured, but not to the driver. In these circumstances, the person driving has no protection under this Policy. Where possible, We will try to recover from the driver any amount paid to You or on Your behalf.

#### 5. Lawful removal

We will not pay for Damage or liability caused by or arising directly to indirectly from the lawful seizure of Your Vehicle or Commercial Caravan or Your loss of the Vehicle or Commercial Caravan by any other legal process or operation of law.

#### 6. Pollutants

We will not pay for Damage or liability caused by or arising directly or indirectly resulting from:

- a) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water)
- b) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others
- c) the cost of removing, nullifying or cleaning up Pollutants or contaminated substances, or
- d) the cost of preventing the escape of Pollutants or contaminated substances.

This exclusion will not apply where the claim arises from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance.

#### 7. Use of vehicle

We will not pay for Damage or liability caused by or arising directly or indirectly from:

- a) carrying passengers for payment other than private car sharing arrangements, or
- b) driving tuition for payment, or
- c) motor trade use other than servicing, repairing or testing of Your Vehicle, or
- d) use for any illegal purpose, or
- e) use for any race, trial, contest, stunt or experiment, or
- f) letting Your Vehicle or Commercial Caravan on hire to others, or
- g) carrying goods unlawfully, or
- h) use of Your Vehicle in underground mines, mining shafts or tunnels that are not public roads, or
- i) use of Your Vehicle on premises of an airport that handles scheduled commercial flights, provided that this exclusion only applies to areas within the airport that are restricted and not accessible to the general public, or
- j) use of Your Vehicle on rails, tracks or cables, or
- k) use of Your Vehicle or Commercial Caravan while not running solely on terra firma.

## 8. Unroadworthy or unsafe condition

We will not pay for Damage or liability caused by or arising directly or indirectly from the unroadworthy or unsafe condition of the Vehicle or Commercial Caravan and that condition caused or contributed to the Damage or liability. We will pay if You prove that You did not know, and could not reasonably have known, of the unroadworthy or unsafe condition of the Vehicle or Commercial Caravan at the time of the Damage or the incurring of the liability.

## Variations & extensions

This cover set out below only applies if Part A Comprehensive cover applies and is shown in the Certificate of Insurance.

### 1. Hire vehicle following accident

If Your Vehicle is damaged following an Accident and You have a valid claim under Part A:

- a. We will pay up to \$2,500 in total for the Reasonable Costs incurred by You for hiring a replacement vehicle of similar make and model or carrying capacity, following notification by You to Us of Damage to Your Vehicle.
- b. We will not pay this variation & extension in respect of any period of hire continuing after Your Vehicle has been repaired, or after We settle Your claim as a Total Loss.
- c. This cover only applies if Your Vehicle is a sedan or station wagon or other vehicle with a carrying capacity up to 5 tonnes.

### 2. Windscreen extension

If Your Vehicle is insured for windscreen extension, You can claim for any windscreen or window glass damage during the Period of Insurance, without the application of any Excess.

## Claims procedure

### Excess: when and how much

An Excess is the amount You must pay towards every claim for each Vehicle or Commercial Caravan insured by this section.

We will reduce the amount We pay for Your claim by the Excess. The Excess amount shown on Your Certificate of Insurance applies to each Vehicle or Commercial Caravan.

### 1. Additional Excesses

- a) Unless stated otherwise in the Certificate of Insurance, an additional Excess of \$500 applies if:
  - i. any hydraulic lifting or tipping mechanism is operating on Your Vehicle or on an attachment to Your Vehicle
  - ii. any tarpaulins, gates or other load-securing devices are damaged or stolen
  - iii. Your Vehicle has a convertible roof or open top and Your claim for damage to or theft of the roof material or anything inside the Vehicle. However, this does not apply in the event of a collision.
- b) The age Excess and inexperienced driver Excess amounts, if any, as shown on Your Certificate of Insurance, apply as below only when Your Vehicle is actually being driven by a driver allowed to drive the Vehicle. They do not apply if Your Vehicle is not being driven, or if Your claim is for window damage only, fire, theft or storm damage.
  - i. Age Excess applies when the driver is under 25 years of age. The Certificate of Insurance may show different amounts for certain age groups.
  - ii. Inexperienced driver's Excess applies if the driver is 25 years of age or older and:
    - 1. has been licensed for less than 2 years to drive the class of vehicle being driven, or
    - 2. is licensed but does not hold a licence issued in Australia or New Zealand.
  - iii. Age Excess or inexperienced driver's Excess does not apply to a driver holding a valid learners permit and driving the Vehicle in accordance with the relevant State or Territory regulations. However, the age Excess or inexperienced driver's Excess will apply to the supervising driver, had they been the driver of the Vehicle, would have been subject to the age Excess or inexperienced driver's Excess.
- c) Other additional Excesses may be specified in the Certificate of Insurance

### 2. Total Excess

The total Excess that applies to a claim is the Excess shown in Your Certificate of Insurance plus any additional Excesses that apply.

### Making a claim

These are things that must be done by You and any other person covered by Your Policy. If these conditions are not followed, We may refuse a claim.

## First

1. Take all reasonable steps to prevent further Damage.
2. Ask for the names, addresses and licence numbers of any other drivers involved, and registration numbers of the other vehicles involved.
3. Try to get the names and addresses of any witnesses.
4. If possible, take photos of the accident scene and any vehicle damage.
5. Any theft or deliberate Damage must be reported to the police immediately.
6. Do not admit fault, defend a claim, or make any offer or payment to anyone without Our agreement. Allow Us to do these things.
7. Keep all damaged property to allow Us to inspect if required.

## Next

Contact Us or Your insurance adviser or authorised representative for help. Relevant contact details can be found on the back cover of this PDS. Claims can be lodged 24 hours a day, 7 days a week. Alternatively, You can download a claim form from on Our website.

## Other conditions

1. Promptly send Us anything You receive about an incident that resulted in a claim or might result in a claim (even if You are not claiming for damage to Your Vehicle).
2. Give Us all reasonable help and information requested, which may include attending court to give evidence. You must do this even after We pay a claim, because We may try to recover Our payment from the responsible person, or We may want to defend a claim that some other person had made against You.
3. Do not make any false statements in connection with Your Policy or any claim that You make.

## Repair to Your Vehicle

If We decide to repair Your Vehicle or Commercial Caravan, and subject to:

1. cover for Your Vehicle or Commercial Caravan under Part A being in force, and
2. the exclusions, terms and conditions of the Policy:

### a. Repair Authority

- i. Your Vehicle or Commercial Caravan must be available for inspection by Us. We will only accept responsibility for repairs carried out under Our signed authority.
- ii. If emergency repairs, without Our signed authority are carried out to make Your Vehicle drivable immediately after an Accident, We will accept responsibility for the cost up to \$3,000. However, this is still subject to the exclusions, term and conditions of the Policy.

### b. Contribution

- i. If We agree to additional repairs, painting or replacement parts that improve the condition of Your Vehicle or Commercial Caravan, You must pay for the amount of the improvement.

- ii. You will not need to pay any contribution towards the cost of replacement parts if Your Vehicle or Commercial Caravan and the parts being replaced are less than 2 years old.

### c. Parts not available in Australia

If Your Vehicle or Commercial Caravan needs any parts that are not available in Australia and We agree to them being obtained outside Australia, We will not pay any more than:

- i. the overseas list price for those parts, and
- ii. surface transport and landing costs.

Please also refer to the claims procedures in the general conditions of the general provisions section of this Policy for details of Your obligations in the event of a claim.



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Contact us

- 🔍 Enquiries and new business 132 818
- 📞 Helpline 132 900
- 🌐 [nrma.com.au/business](http://nrma.com.au/business)
- 📞 Claims 132 818
- 📞 Report insurance fraud 1800 237 283

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GPO Box 244 Sydney NSW 2001

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