



**EASYBIZ  
TRADESPERSON  
BUSINESS  
INSURANCE**

**PRODUCT DISCLOSURE  
STATEMENT AND POLICY  
BOOKLET (PDS)**

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# PRODUCT DISCLOSURE STATEMENT (PDS)

## WHAT IS A PRODUCT DISCLOSURE STATEMENT

Under the law, we are required to provide a Product Disclosure Statement (PDS) for two of the six covers available within the EasyBiz Tradesperson Insurance Policy, namely;

- Personal Accident and Illness
- Motor Vehicles

This PDS has three parts. Part 1 of the PDS is set out on pages 1-2 of this EasyBiz Tradesperson Insurance Policy. It provides information about costs, your cooling-off rights and other relevant information. Part 2 of the PDS contains the terms and conditions of the Policy and is set out in Section 5, Motor Vehicles (pages 24-33) and Section 6, Personal Accident and Illness (pages 34-38), together with the General Definitions (pages 4-5), General Exclusions (pages 39-41) and General Conditions (pages 42-45). Part 3 of the PDS provides information about our Dispute Resolution Process and our commitment to the Motor Vehicle Insurance and Repair Industry Code of Conduct and is set out on page 46 and 47 of this EasyBiz Tradesperson Insurance Policy.

## GENERAL MATTERS

### Information you need to provide

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 which sections of insurance cover you want to take out.

Any personal information you give us will be treated in accordance with the Privacy Act. For further information on privacy and your personal information refer to the Important Information section of your written quotation, cover note or Certificate of Insurance.

### Your Disclosure Obligations

When you take out insurance with us you have a duty to tell us everything that you know, or could reasonably be expected to know, is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have an obligation to inform us if those things have changed before you renew, extend, vary, or reinstate your contract of general insurance.

Your duty however **does not** require disclosure of things that:

- reduce the risk;
- are common knowledge;
- we know or, in the ordinary course of our business, ought to know; or
- we have indicated we do not want to know.

If you do not comply with your Disclosure obligations, we may be entitled to:

- reduce our liability for any claim;
- cancel the contract; or
- avoid the contract from its beginning, if your non-disclosure was fraudulent.

### What makes up your contract?

When we accept your application, or renew your insurance, or if your insurance is amended, your insurance contract is made up of the following two documents:

- the wording of the policy part of this booklet which applies to the type of cover you have selected; and
- your Certificate of Insurance, which shows the type of cover you have, any change or addition to that cover as well as other information specific to your contract of insurance.

We recommend that you read this booklet and your Certificate of Insurance carefully and keep it with your important papers.

## PRODUCT DISCLOSURE STATEMENT (PDS) (CONTINUED)

### **How much should I insure my property for?**

Where cover is on a new for old basis, the sum insured you choose should reflect the full new replacement cost of the property including an allowance for professional fees and removal of debris. Where cover is on a market value basis, the sum insured you choose should reflect the market value of the property at the time of taking out the policy. This should include an amount for GST. Insuring for less than these amounts may affect the amount that we will pay in settling a claim.

Section 1 - Fire and Other Defined Events in the EasyBiz Tradesperson Policy has an underinsurance clause.

### **Are there any excesses payable?**

If you make a claim under the policy, you may have to contribute some money towards the cost of the claim. The amount of any excess and when it applies is detailed in the policy part of this booklet or your written quotation, cover note or Certificate of Insurance.

When making a claim, you may be required to pay one excess or more.

### **Cost of the policy**

The Premium payable by you will be shown in your Certificate of Insurance.

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.

For example, some things that may influence the premium for:

- Motor Vehicle – make, model and type of vehicle, how the vehicle is being used, where the vehicle is garaged, the age of the driver, your previous claims history.
- Personal Accident and Illness – the type of occupation, the length of time you elect to wait before a claim payment can be made, the sum insured of your Average Weekly Earnings and chosen Capital Benefit.

Premiums are also subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown in your Certificate of Insurance.

### **Paying for your Policy**

You can choose to pay your premium upfront annually or by direct debit on a monthly basis. To reward you for paying upfront annually, the cost of the policy will be less than if you pay by monthly instalments. This is because the monthly instalments include an administration charge for processing the payments.

If you choose to pay by monthly direct debits, you must ensure that your payments are made each month. If a payment is unpaid for 14 days, 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.

If you request an amendment to the cover during the policy period, you will be informed of the cost (if any) of making the amendment.

### **Is there a cooling-off period?**

There is a 21-day cooling-off period. If you're not completely satisfied with your policy, you can cancel it in writing within 21 days of the issue date and receive a full refund. This will not apply if you make a claim for any incident within the 21-day period.

# ABOUT THE EASYBIZ TRADESPERSON POLICY

This policy document has been designed to meet the insurance needs of a wide range of tradespersons.

The policy document comprises 6 different areas of insurance cover, set out in Sections, which your business may require. You should carefully read each Section and select those which you believe will best suit your needs. If you are uncertain of any aspect, please do not hesitate to contact us.

**We only insure you for those Sections requested by you and specified in the Certificate of Insurance.**

## IMPORTANT INFORMATION

### RENEWAL PROCEDURE

Before your policy expires each year we will normally offer renewal by forwarding a notice advising the Premium payable.

However, where the Premium for a Section is based on an estimate and is therefore adjustable at the end of any Period of Insurance, the appropriate declaration form will be sent to you for completion and return to us. The Premium will then be calculated and an account forwarded.

### CLAIM PROCEDURES

- (a) **If you believe you may have a claim** it is important that you carefully read and follow the general claims procedures set out in Section 8(1) and the specific claims procedures for:
  - (i) Broadform Liability in Section 4.6; and
  - (ii) Personal Accident and Illness in Section 6.6.
- (b) In summary you should:
  - (i) immediately **contact the Police** in the event of burglary or if your Property 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.

## AGREEMENT

<b>(1) Our agreement with you</b>	<ul style="list-style-type: none"><li>(a) As you have paid, or agreed to pay us the Premium, we will insure you in accordance with the Sections of this policy selected by you and specified in the Certificate of Insurance.</li><li>(b) The insurance we provide in each Section of this policy is subject to the terms, Specific Conditions, Specific Exclusions, and limits set out in that Section as well as the General Exclusions in Section 7, the General Conditions in Section 8, and any endorsements shown on the Certificate of Insurance.</li><li>(c) You, or any other person insured under this policy, must comply with all such terms, conditions, and endorsements, otherwise you may not be able to claim under this policy.</li></ul>
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## GENERAL DEFINITIONS

The intended meaning of some of the important words used throughout this policy are shown in the following table. At the beginning of each Section of this policy you will find further important definitions applicable only in that Section.

Word	Meaning
“Business”	Your business, trade, or profession, as specified in the Certificate of Insurance. Also refer to Section 4.1 for the definition applicable only to Section 4.
“Certificate of Insurance”	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.
“Excess”	The amount which you have to pay towards the cost of any claim under this policy.
“Indemnify”	<p>(a) Where the Property is lost or destroyed:</p> <ul style="list-style-type: none"> <li>(i) in the case of a Building, the rebuilding; or</li> <li>(ii) in the case of other Property, its replacement by similar property; to a condition equal to <b>but not</b> better or more extensive than its condition at the time of loss or destruction; and</li> </ul> <p>(b) where the Property is damaged, the repair and/or restoration of the Property to a condition substantially the same as <b>but not</b> better or more extensive than its condition at the time of damage.</p>
“Money”	Current coins, bank notes, currency notes, cheques, postal orders, money orders, unused postage or revenue stamps, including the value of stamps contained in franking machines, credit cards, sales vouchers, instant lottery tickets, transport tickets, telephone cards, and any other negotiable instruments: <ul style="list-style-type: none"> <li>(a) belonging to you; or</li> <li>(b) for which you are legally responsible.</li> </ul>
“Period of Insurance”	The period specified in the Certificate of Insurance.
“Premises”	The Business premises specified in the Certificate of Insurance. Also refer to Section 2.1 for definition applicable only to Section 2.
“Premium”	The amount payable by you for the insurance provided by us under this policy.
“Property”	The property specified in the Certificate of Insurance as being insured by this policy. Also refer to Sections 2.1 and 3.1 for the definitions applicable only to those Sections.
“Proposal”	The form completed by you giving answers, particulars, and statements in respect of the insurance required by you.

## GENERAL DEFINITIONS (CONTINUED)

Word	Meaning
<p><b>“Reinstatement” or “Reinstate”</b></p>	<p>(a) Where the Property is lost or destroyed:</p> <ul style="list-style-type: none"> <li>(i) in the case of a Building, the rebuilding; or</li> <li>(ii) in the case of other Property, the replacement by similar property; to a condition equal to <b>but not</b> better or more extensive than its condition when new;</li> </ul> <p>(b) where the Property is damaged, the repair and/or restoration of the Property to a condition substantially the same as <b>but not</b> better or more extensive than its condition when new; and</p> <p>(c) the extra cost, including demolition, incurred subsequent to the loss, destruction, or damage, needed to comply with the requirements, at the time of Reinstatement, of:</p> <ul style="list-style-type: none"> <li>(i) any statute or regulation made thereunder; or</li> <li>(ii) any bylaw or regulation of any municipal or other statutory authority; to the extent that the Sum Insured is not otherwise exhausted.</li> </ul>
<p><b>“Sum Insured” or “Limit of Liability”</b></p>	<p>The amount specified in the Certificate of Insurance.</p>
<p><b>“we”, “us”, or “our”</b></p>	<p>The product issuer named on the back cover of this booklet.</p>
<p><b>“you” or “your”</b></p>	<p>Each person, company, or other entity specified in the Certificate of Insurance as being insured under this policy.</p> <p>Also refer to Section 4.1 for the definition applicable only to Section 4.</p>

# Section 1 - Fire and Other Defined Events

## 1.1 Definitions

The meaning of the following words that apply only when used in Section 1 are shown below.

Word	Meaning
<p><b>“Building”</b></p>	<p>Any building at the Premises, including:</p> <ul style="list-style-type: none"> <li>(a) awnings, signs, lettering, meters and switchboards, lifts, hoists and all their attachments, electrical installations, fire alarm systems, fire sprinkler installations, towers, tanks, power lines, poles, walls, gates and fences, plant and apparatus, forming part of the building owned by you or for which you are legally responsible; and</li> <li>(b) all landlord’s fixtures and fittings for which you are legally responsible.</li> </ul>
<p><b>“Contents”</b></p>	<p>Plant and machinery including their foundations, settings and beddings, and all other contents of every description, owned by you or for which you are legally responsible while held:</p> <ul style="list-style-type: none"> <li>(a) in the Building or in the open air at the Premises;</li> <li>(b) at your private residence;</li> <li>(c) at an authorised persons’ private residence; or</li> <li>(d) in a motor vehicle owned or leased by you including an attached trailer;</li> </ul> <p><b>but not:</b></p> <ul style="list-style-type: none"> <li>(e) Stock in Trade or Money;</li> <li>(f) motor vehicles or their accessories, unless specified in the Certificate of Insurance.</li> </ul>
<p><b>“Flood”</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) a lake (whether or not it has been altered or modified);</li> <li>(b) a river (whether or not it has been altered or modified);</li> <li>(c) a creek (whether or not it has been altered or modified);</li> <li>(d) another natural watercourse (whether or not it has been altered or modified);</li> <li>(e) a reservoir;</li> <li>(f) a canal;</li> <li>(g) a dam.</li> </ul>
<p><b>“Rainwater”</b></p>	<p>Water falling from the atmosphere in the form of rain including rainwater run off over the surface of the land or which has escaped from public roadside gutters, <b>but not</b> inundation of normally dry land areas by the overflow of water from:</p> <ul style="list-style-type: none"> <li>(a) the normal confines of any natural water course or lake whether or not altered or modified; or</li> <li>(b) any reservoir, canal, dam, water tank, apparatus, or pipe.</li> </ul>
<p><b>“Stock in Trade”</b></p>	<p>Stock or merchandise, manufactured, unmanufactured, or in the course of manufacture, including:</p> <ul style="list-style-type: none"> <li>(a) materials used in their packing; and</li> <li>(b) raw materials;</li> </ul> <p>owned by you, or for which you are legally responsible, while held:</p> <ul style="list-style-type: none"> <li>(c) in the Building or in the open air at the Premises;</li> <li>(d) at your private residence;</li> <li>(e) at an authorised persons’ private residence; or</li> <li>(f) in a motor vehicle owned or leased by you including an attached trailer.</li> </ul>

See also the General Definitions for the meanings of other words which are applicable to Section 1.

## Section 1 - Fire and Other Defined Events (continued)

### 1.2 Defined Events

If your Certificate of Insurance indicates that you have taken out cover under Section 1, we **cover** you for loss, destruction or damage to the Property caused by any Defined Event listed below occurring during the Period of Insurance **except** as stated under **We Will Not Pay**.

Defined Event	We Will Not Pay
	Refer also to the Specific Exclusions in Section 1.5 and the General Exclusions in Section 7
(1) <b>Fire</b>	<b>We will not pay</b> for loss, destruction, or damage: <ul style="list-style-type: none"> <li>(a) to the Property, where the Property is undergoing any process involving the application of heat; or</li> <li>(b) caused by the Property's own spontaneous combustion, <b>except</b> for the spontaneous combustion of hay.</li> </ul>
(2) <b>Lightning or Thunderbolt</b>	
(3) <b>Explosion</b>	<b>We will not pay</b> for loss, destruction, or damage to boilers and their contents, <b>except</b> for domestic boilers, domestic economisers, or domestic vessels under pressure that do not require a certificate to be issued under the terms of any statute or regulation.
(4) <b>Earthquake, Subterranean Fire, or Volcanic Eruption</b>	<b>We will not pay</b> the first 1% of the total Sum Insured or \$20,000 whichever is the lesser, subject to a minimum of \$250, for loss, destruction, or damage to the Property during any period of 72 consecutive hours.
(5) <b>Riots, Strikes and Civil Commotion</b>	
(6) <b>Escape of Liquids</b> resulting from bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus	<b>We will not pay:</b> <ul style="list-style-type: none"> <li>(a) for loss, destruction, or damage to the pipes, tanks, fixed room heating, or water apparatus themselves; or</li> <li>(b) more than \$5,000 for the cost of:               <ul style="list-style-type: none"> <li>(i) locating the cause of the loss, destruction, or damage; and</li> <li>(ii) rectification of paths or driveways immediately surrounding and adjoining the Buildings, if damaged while locating the cause.</li> </ul> </li> </ul>
(7) <b>Impact</b> by vehicles or animals	<b>We will not pay</b> for loss, destruction, or damage to fencing or animals, caused by animals.
(8) <b>Impact</b> by trees, watercraft, or aircraft and other aerial devices, including space debris, whether artificially created or not, and articles dropped from them	<b>We will not pay</b> for loss, destruction, or damage caused by the impact of trees or parts thereof resulting from felling or lopping trees.
(9) <b>Vandalism, Malicious Damage or Damage by Burglars</b>	<b>We will not pay:</b> <ul style="list-style-type: none"> <li>(a) for loss, destruction, or damage caused by tenants;</li> <li>(b) for theft of property; or</li> <li>(c) more than \$500 for breakage of glass.</li> </ul>
(10) <b>Storm or Rainwater</b>	<b>We will not pay</b> for loss, destruction, or damage: <ul style="list-style-type: none"> <li>(a) to gates, fences, retaining and free-standing walls whether or not forming part of the Building, textile awnings, shadecloth, blinds, signs, glasshouses, hothouses, greenhouses, igloos, flimsies, and items of similar construction;</li> <li>(b) to the Property in the open air <b>unless</b> that Property comprises, or is part of, a permanent structure designed to function without the protection of walls or a roof; or</li> <li>(c) caused by water seeping or percolating through a wall, roof, or floor.</li> </ul>

## Section 1 - Fire and Other Defined Events (continued)

### 1.3 Settlement

If your claim is covered under Section 1, **we will** at our option pay for, reinstate, or repair the Property on the basis set out below.

<b>Settlement Basis</b>	
<b>(1) Stock in Trade or Motor Vehicles</b>	For Stock in Trade or motor vehicles or their accessories, <b>we will</b> Indemnify you.
<b>(2) All other Property</b>	<p><b>(a)</b> For all other Property <b>we will</b> Reinstall the Property <b>but only if</b>:</p> <ul style="list-style-type: none"> <li><b>(i)</b> replacement, rebuilding, or repair is carried out within a reasonable time. This may be at another site providing our liability is not increased;</li> <li><b>(ii)</b> any repair costs <b>do not exceed</b> the Reinstatement costs had the Property been totally lost, destroyed, or damaged;</li> <li><b>(iii)</b> a sum equal to the cost of Reinstatement has actually been incurred; and</li> <li><b>(iv)</b> all other insurances in respect of the Property have the same Reinstatement wording;</li> </ul> <p>otherwise <b>we will</b> Indemnify you.</p> <p><b>(b)</b> We are not bound to Reinstall exactly or completely <b>but only</b> as circumstances permit and in a reasonably sufficient manner.</p> <p><b>(c)</b> Where any state, local, or other statutory authority, permits the Reinstatement of a Building <b>but only</b> subject to:</p> <ul style="list-style-type: none"> <li><b>(i)</b> a reduced plot ratio; or</li> <li><b>(ii)</b> the payment of certain fees, contributions, or impost;</li> </ul> <p><b>we will pay</b>, in addition to any amount payable for Reinstatement:</p> <ul style="list-style-type: none"> <li><b>(A)</b> the difference between the actual cost of Reinstatement incurred in accordance with the reduced plot ratio and the cost of Reinstatement which would have been incurred had a reduced plot ratio not been applicable and any payment of the difference will be made as soon as the difference is ascertained and certified by the architect acting on your behalf in the Reinstatement of the Building; and</li> <li><b>(B)</b> the fee, contribution, or other impost payable to any state, local, or other statutory authority, where such fee, contribution, or impost is a condition precedent to the obtaining of consent to Reinstall the Building.</li> </ul> <p><b>(d)</b> The Underinsurance provision in Section 1.3(7):</p> <ul style="list-style-type: none"> <li><b>(i)</b> applies separately to each individual item of Property; and</li> <li><b>(ii)</b> <b>does not</b> apply to the extra cost described in paragraph (c) of the General Definition of "Reinstatement".</li> </ul>
<b>(3) Patterns or Designs</b>	<b>We will not pay</b> more than 5% of the Sum Insured on Contents for loss, destruction, or damage to patterns, models, moulds, plans, or designs.
<b>(4) Work of Art</b>	<b>We will not pay</b> more than \$1,000 in value for any one item for loss, destruction, or damage to a curiosity or work of art.
<b>(5) Our Limit of Liability</b>	Our liability is limited to the Sum Insured, less the stated Excess.
<b>(6) Automatic Reinstatement of the Sum Insured</b>	If we agree to pay you for loss under Section 1, we will reinstate your Fire and Other Defined Events Sum Insured, <b>provided that</b> you pay any additional Premium required by us.
<b>(7) Underinsurance</b>	<p>If the Property is insured for less than 80% of its value, determined in accordance with the Settlement Basis in:</p> <ul style="list-style-type: none"> <li><b>(a)</b> Section 1.3(1) for Stock in Trade or motor vehicles or their accessories; or</li> <li><b>(b)</b> Section 1.3(2) for all other Property;</li> </ul> <p>at the time the insurance under Section 1 was taken out, renewed, extended, or varied <b>we will</b> only pay that portion of the claim which the Sum Insured bears to 80% of that value, in accordance with the formula:</p> $\frac{\text{the Sum Insured}}{80\% \text{ of the value of the Property}} \times \text{the amount of the loss, destruction, or damage}$ <p><b>Example:</b> Where the Property is valued at \$200,000 <b>but only</b> insured for \$100,000 and a loss of \$50,000 occurs, <b>we will pay</b></p> $\frac{\$100,000}{(80\% \text{ of } \$200,000)} \times \$50,000 = \$31,250$ <p style="text-align: center;"><b>We will not pay \$18,750.</b></p> <p><b>(c)</b> This section 1.3 (7)(a) and (b) <b>does not</b> apply if the loss is less than 10% of the Sum Insured for any one loss.</p>

## Section 1 - Fire and Other Defined Events (continued)

### 1.4 Additional Benefits

- (1) If your claim is covered under Section 1, **we will** also cover you for the following Additional Benefits. **You must** obtain our consent prior to any of the costs being incurred. Any amount we pay for these Additional Benefits is in addition to the Sum Insured.

<b>Additional Benefit</b>	<b>Limits to Additional Benefits</b> , in addition to the Sum Insured
(a) <b>Professional Fees</b>	<b>We will pay up to:</b> (i) 5% of the Sum(s) Insured for Building, Contents and/or Stock in Trade (as the case may be), but not more than \$20,000 in total; or (ii) \$2,000; whichever is greater, for professional fees directly related to the Reinstatement of the Property <b>but not</b> for claims preparation.
(b) <b>Removal of Debris</b>	<b>We will pay up to:</b> (i) 10% of the Sum(s) Insured for Building, Contents and/or Stock in Trade (as the case may be), but not more than \$50,000 in total; or (ii) \$10,000; whichever is greater, for costs of demolition or dismantling of the damaged Property, and removal, storage and disposal of debris.
(c) <b>Temporary Repair</b>	<b>We will pay up to</b> \$5,000 for the cost of shoring up, underpinning, propping, or other temporary repair of the Property, for the purpose of maintaining or restoring safety, integrity or accessibility.

- (2) **We will** extend your cover to include the following Additional Benefits. Any amount we pay for these Additional benefits is in addition to the Sum Insured.

<b>Additional Benefit</b>	<b>Limits to Additional Benefits</b> , in addition to the Sum Insured
(a) <b>Alterations and Additions</b>	If you make alterations or additions to the Property during the Period of Insurance, <b>we will</b> increase the Sum Insured, for such Property by up to: (i) 5% of the Sum Insured; or (ii) \$50,000; whichever is the lesser.
(b) <b>Fire Extinguishing Costs</b>	<b>We will pay up to</b> \$5,000 for the cost of: (i) the wages of your employees; (ii) replenishment of fire fighting appliances; and (iii) the destruction of or damage to employees' clothing not more specifically covered under this policy or any other policy of insurance; resulting from fire at, or in the immediate vicinity of, the Premises.
(c) <b>Cost of Re-writing Record Books</b>	<b>We will pay up to</b> \$2,000 for the cost of re-writing your records and books of account lost, destroyed, or damaged as a result of a Defined Event in Section 1.2.
(d) <b>Employees' Tools of Trade</b>	<b>We will pay up to:</b> (i) \$500 in respect of any one employee; and (ii) a total of \$2,000; in total, during the Period of Insurance for the cost of employees' tools of trade, used in the Business: (iii) in the Building or in the open air at the Premises; (iv) at your private residence; (v) at an authorised persons' private residence; or (vi) in a motor vehicle owned or leased by you including an attached trailer; lost, destroyed, or damaged as a result of a Defined Event in Section 1.2.

## Section 1 - Fire and Other Defined Events (continued)

### 1.4 Additional Benefits (continued)

(e) <b>Book Debts</b>	<p><b>We will pay</b> up to \$5,000 for:</p> <p>(i) your customers' outstanding debts, being money owed for goods purchased from you or services rendered by you on credit, which you would normally have collected and you are unable to recover directly due to the loss, destruction, or damage to your books of account as a result of a Defined Event in Section 1.2, occurring at the Premises and during the Period of Insurance, including an allowance for demonstrable trends of the Business at the time of such loss, destruction, or damage; and</p> <p>(ii) the reasonable cost of accountant's fees for:</p> <p>(A) certifying any particular, detail, or information required for the preparation of a claim under Section 1.4(2)(e)(i); and</p> <p>(B) reconstructing your books of account to enable you to recover such outstanding debts from your customers.</p>
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### 1.5 Specific Exclusions

**We do not cover** you under Section 1 for the following circumstances.

<b>Excluded Circumstances</b>	
(1) <b>Sea</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the action of the sea, tidal wave, or tsunami.
(2) <b>Earth Movement</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by erosion, subsidence, landslide, or other earth movement.
(3) <b>Flood</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by Flood.
(4) <b>Hazardous Goods</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly from circumstances where you are in breach of any law, bylaw, municipal or other public body regulation dealing with the storage of hazardous goods on the Premises.
(5) <b>Cessation of Work</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by cessation of work.
(6) <b>Documents or Business Books</b>	<b>We will not pay</b> for loss, destruction, or damage to documents, manuscripts, or business books <b>except for</b> the Cost of Re-writing Records and Books as provided for in Section 1.4(2)(c).
(7) <b>Jewellery or Furs</b>	<b>We will not pay</b> for loss, destruction, or damage to jewellery, precious stones, precious metals, bullion, furs, or stamps.
(8) <b>Explosives</b>	<b>We will not pay</b> for loss, destruction, or damage to explosives.
(9) <b>Aircraft or Watercraft</b>	<b>We will not pay</b> for loss, destruction, or damage to aircraft or watercraft of any kind and description, or property contained therein.
(10) <b>Railways, Locomotive or Rolling Stock</b>	<b>We will not pay</b> for loss, destruction, or damage to railways, locomotive or rolling stock, or property contained therein.
(11) <b>Growing Crops, Standing Timber, Shrubs or Pastures</b>	<b>We will not pay</b> for loss, destruction, or damage to growing crops or standing timber, shrubs, or pastures.
(12) <b>Property not forming part of a Building</b>	<b>We will not pay</b> for loss, destruction, or damage to land, dams, reservoirs, canals, tunnels, bridges, docks, piers or wharves not forming part of a building.

See also the **General Exclusions in Section 7** which are applicable to all Sections.

# Section 2 - Burglary and Transit

## 2.1 Definitions

The meaning of the following words that apply only when used in Section 2 are shown below.

Word	Meaning
“Building”	Any building at the Premises, including: (a) awnings, signs, lettering, meters and switchboards, lifts, hoists and all their attachments, electrical installations, fire alarm systems, fire sprinkler installations, towers, tanks, power lines, poles, walls, gates and fences, plant and apparatus, forming part of the building owned by you or for which you are legally responsible; and (b) all landlord’s fixtures and fittings for which you are legally responsible.
“Burglary”	(a) Stealing consequent upon actual forcible and violent entry; (b) Stealing consequent upon threat of immediate violence or violent intimidation.
“In Transit”	From the time the Property commences to be loaded at the place of dispatch and continues during the normal course of transit, until delivered and unloaded at the place of destination.
“Motor Vehicle”	Any motor vehicles owned or leased by you and including any attached trailer.
“Premises”	The Business premises specified in the Certificate of Insurance, your private residence, an authorised person’s private residence, or an authorised person’s business premises (not being your own) <b>but does not include</b> any garden, yard, open verandah, open building, or other open areas.
“Property”	Stock in trade, tools of trade, plant and equipment, electronic equipment, mobile phones and other contents which you own or for which you are legally responsible, used in your Business.
“Theft”	Stealing other than Burglary.

See also the General Definitions for the meaning of other words which are also applicable to Section 2.

## 2.2 Defined Events

If your Certificate of Insurance indicates that you have taken out insurance under Section 2, **we cover** you for loss, destruction, or damage to the Property:

- (1) as a result of **Burglary** from:
  - (a) the Building at the Premises;
  - (b) your private residence;
  - (c) an authorised person’s private residence, an authorised person’s business premises (not being your own); or
  - (d) a securely locked Motor Vehicle; or
- (2) while In Transit as a result of **Collision or Overturning** of the Motor Vehicle carrying the Property; occurring in the Commonwealth of Australia during the Period of Insurance.

**We will not pay** for loss, destruction, or damage as set out in the Specific Exclusions in Section 2.5 or the General Exclusions in Section 7.

## Section 2 - Burglary and Transit (continued)

### 2.3 Settlement

If your claim is covered under Section 2, **we will** at our option pay for, reinstate, or repair the Property on the basis set out below.

Settlement Basis	
(1) <b>Property</b>	<p>(a) Where the item of Property is:</p> <ul style="list-style-type: none"> <li>(i) lost or destroyed, its replacement by a similar item, to a condition equal to <b>but not</b> better or more extensive than its condition when new; and</li> <li>(ii) damaged, the repair or restoration of the item to a condition substantially the same as <b>but not</b> better or more extensive than its condition when new;</li> </ul> <p><b>but only if:</b></p> <ul style="list-style-type: none"> <li>(A) the replacing or repair is carried out within a reasonable time;</li> <li>(B) the repair cost <b>does not</b> exceed Reinstatement cost had the Property been totally lost or destroyed;</li> <li>(C) a sum equal to the cost of Reinstatement has actually been incurred;</li> </ul> <p>otherwise <b>we will</b> Indemnify you.</p> <p>(b) We are not bound to replace, restore or repair exactly or completely <b>but only</b> as circumstances permit and in a reasonably sufficient manner.</p>
(2) <b>Our Limit of Liability</b>	Our liability is limited to the Sum Insured, less the stated Excess.
(3) <b>One Automatic Reinstatement of the Sum Insured</b>	<p>(a) The amount by which the Sum Insured is reduced following an insured loss, destruction, or damage will be automatically reinstated only once in any one Period of Insurance, <b>provided that</b> you pay the appropriate extra Premium if required by us.</p> <p>(b) Subsequent reinstatement of the Sum Insured will not be automatic and will only be effected on such terms as we agree with you in writing.</p>

### 2.4 Additional Benefits

- (1) If your claim is covered under Section 2, **we will** also cover you for the following Additional Benefits. **You must** obtain our consent prior to any of the costs being incurred. Any amount we pay for these Additional Benefits is in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits, in addition to the Sum Insured
(a) <b>Temporary Protection</b>	<b>We will pay</b> up to \$1,000 in total, during the Period of Insurance, for the cost of temporary protection for the safety of the Property pending repair of the damage.
(b) <b>Locks or Keys</b>	<b>We will pay</b> up to \$1,000 in total, during the Period of Insurance for the cost of recoding or, if necessary, replacing locks or keys at your Business premises.

- (2) If you are covered under Section 2, **we will** extend your cover to include the following Additional Benefits. Any amount we pay for these Additional Benefits is in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits, in addition to the Sum Insured
(a) <b>Employees' Tools of Trade</b>	<p><b>We will pay</b> up to:</p> <ul style="list-style-type: none"> <li>(i) \$500 in respect of any one employee; and</li> <li>(ii) a total of \$2,000;</li> </ul> <p>in total, during the Period of Insurance for the cost of employees' tools of trade:</p> <ul style="list-style-type: none"> <li>(A) on the Premises or in a securely locked Motor Vehicle;</li> <li>(B) used in the Business; and</li> <li>(C) lost, destroyed, or damaged as a result of a Defined Event in Section 2.2.</li> </ul>
(b) <b>Repairing Damage to Building</b>	<b>We will pay</b> up to \$2,000 in total, during the Period Insurance, for repairing damage to the Building arising from Burglary or attempted Burglary, <b>but only if</b> you are the tenant and liable under the terms of a lease for damage to the Building.

## Section 2 - Burglary and Transit (continued)

### 2.4 Additional Benefits (continued)

Additional Benefit	Limits to Additional Benefits, in addition to the Sum Insured
(c) <b>Book Debts</b>	<p>We will pay up to \$5,000 for:</p> <ul style="list-style-type: none"> <li>(i) your customers' outstanding debts, being money owed for goods purchased from you or services rendered by you on credit, which you would normally have collected and you are unable to recover directly due to the loss, destruction, or damage to your books of account as a result of a Defined Event in Section 2.2, occurring at the Premises and during the Period of Insurance, including an allowance for demonstrable trends of the Business at the time of such loss, destruction, or damage; and</li> <li>(ii) the reasonable cost of accountant's fees for: <ul style="list-style-type: none"> <li>(A) certifying any particular, detail, or information required for the preparation of a claim under Section 2.4(2)(c)(i); and</li> <li>(B) reconstructing your books of account to enable you to recover such outstanding debts from your customers.</li> </ul> </li> </ul>

### 2.5 Specific Exclusions

We do not cover you under Section 2, for the following circumstances.

Excluded Circumstances	
(1) <b>Money</b>	We will not pay for loss, destruction, or damage of Money.
(2) <b>Tobacco</b>	We will not pay for loss, destruction, or damage of tobacco, cigars, or cigarettes.
(3) <b>Vehicles, Aircraft, or Watercraft</b>	We will not pay for loss, destruction, or damage of motor vehicles of any type, including motorcycles, trailers, tractors, and self-propelled implements, watercraft, aircraft, or their accessories.
(4) <b>Plans or Designs</b>	We will not pay for loss, destruction, or damage of patterns, models, moulds, plans, or designs.
(5) <b>Glass</b>	We will not pay for breakage of glass.
(6) <b>Personal Property and Household Property</b>	We will not pay for loss, destruction, or damage of personal valuables, clothing and personal effects, and all other household property.
(7) <b>Jewellery</b>	We will not pay for loss, destruction, or damage to jewellery, precious stones, precious metals, or bullion.
(8) <b>Furs or Leather</b>	We will not pay for loss, destruction, or damage to furs or leather apparel.
(9) <b>Theft</b>	We will not pay for loss, destruction, or damage resulting from Theft.
(10) <b>During or following Fire</b>	We will not pay for loss, destruction, or damage resulting from Burglary, or attempted Burglary during or following a fire.
(11) <b>Unexplained Shortages</b>	We will not pay for loss, destruction, or damage in the form of unexplained shortage and/or disappearance.
(12) <b>Connivance, Family or Employees</b>	We will not pay for loss, destruction, or damage resulting from your connivance, or caused by any of your family or your employees, or a person lawfully on the Premises, or a person lawfully at your private residence or an authorised persons' private residence.
(13) <b>Burglar Alarm Systems</b>	We will not pay for loss, destruction, or damage if you <b>do not at all times</b> maintain all burglar alarm systems in good condition and efficient working order, and make it operative whenever the Premises are left unoccupied.

See also the General Exclusions in Section 7 which are applicable to all Sections.

# Section 3 - Multiple Risks

## 3.1 Definitions

The meaning of the following words that apply only when used in Section 3 are shown below.

Word	Meaning
“Computer Virus”	Unauthorised intrusive codes, programming, or computer code segment that is self replicating, requires a host program or executable disk 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.
“Property”	The property specified in the Certificate of Insurance as insured under Section 3.

See also the General Definitions for the meaning of other words which are also applicable to Section 3.

## 3.2 Defined Events

If your Certificate of Insurance indicates that you have taken out cover under Section 3, **we cover** you for loss, destruction, or damage as a result of an accident that was neither expected nor intended by you, occurring to the Property in the Commonwealth of Australia or New Zealand during the Period of Insurance.

**We will not pay** for any loss, destruction, or damage if any of the Specific Exclusions in Section 3.4 or the General Exclusions in Section 7 apply.

## 3.3 Settlement

If your claim is covered under Section 3, **we will** at our option pay for, reinstate, or repair the Property on the basis set out below.

Settlement Basis	
(1) <b>Property</b>	For all Property <b>we will</b> Reinstatement the Property <b>but only if</b> : (a) replacement, rebuilding, or repair is carried out within a reasonable time. This may be at another site providing our liability is not thereby increased; (b) any repair costs do not exceed the Reinstatement costs had the Property been totally lost, destroyed, or damaged; (c) a sum equal to the cost of Reinstatement has actually been incurred; (d) all other insurances in respect of the Property have the same Reinstatement wording; otherwise <b>we will</b> Indemnify you.
(2) <b>Pairs or Sets</b>	(a) If any item of Property consists of articles in a pair or set, <b>we will not pay</b> more than the proportionate value of the lost, destroyed, or damaged part or parts. (b) No part or parts will be treated as having had any special value.
(3) <b>Our Limit of Liability</b>	Our liability is limited to the Sum Insured, less the stated Excess.

## 3.4 Specific Exclusions

**We do not cover** you under Section 3 for any of the following circumstances, other than to the extent indicated.

Excluded Circumstances	
(1) <b>Cleaning or Maintenance</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the actual process of cleaning, dyeing, repairing, altering, restoring, renovating, modifying or maintaining the Property.

## Section 3 - Multiple Risks (continued)

### 3.4 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<b>(2) Wear, Tear, or Fragile Articles</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by wear, tear, fading, breakage of fragile articles, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good, want of lubrication or upkeep, or lack of proper maintenance of the Property, but <b>we will pay</b> for loss, destruction, or damage to any item of Property caused by or resulting from wear and tear to a clasp, setting, or other fastening, carrier, or container.
<b>(3) Birds, Insects, or Vermin</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the action of birds, moths, termites or other insects, or vermin.
<b>(4) Rust or Corrosion</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by rust or corrosion, mildew, mould, wet or dry rot, oxidation, contamination, disease, inherent vice or latent defect, adjusting or servicing operations.
<b>(5) Atmospheric Conditions</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the action of light, shrinkage, evaporation, variation in temperature, or other atmospheric conditions.
<b>(6) Change of Condition</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by loss of weight, change in flavour, colour, texture, or finish of the Property.
<b>(7) Smoke, Chemicals, or Sand</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by smoke, smut, sludge, or chemicals from industrial or agricultural operations dust, sand, mud, or smog, but <b>we will pay</b> for sudden and unforeseen damage resulting therefrom.
<b>(8) Lenses, Mirrors, or Plates</b>	<b>We will not pay</b> for scratching or breakage of lenses, mirrors, prisms, slides, or plates.
<b>(9) Clocks or Scientific Instruments</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by over winding, denting, or internal damage of clocks, watches, or scientific instruments.
<b>(10) Inventory or Shortages in Supply</b>	<b>We will not pay</b> for unexplained inventory shortages or disappearance resulting from clerical or accounting errors, shortages in supply or delivery of materials or goods.
<b>(11) Dishonest Act</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by any fraudulent or dishonest acts by your employees.
<b>(12) Mechanical or Electrical Breakdown</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by mechanical, electrical, or electronic breakdown, failure or derangement, <b>but</b> this exclusion is limited to the machine or equipment immediately or directly affected.
<b>(13) Magnetic Injury</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by electrical or magnetic injury, disturbance, or erasure of electronic recordings.
<b>(14) Data Processing</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by data processing or media failure or breakdown, or malfunction of the processing system.
<b>(15) Error in Design</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by failure of, error, or omission in design, plan, specification, or during testing.
<b>(16) Spontaneous Fermentation</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the Property's own spontaneous fermentation or heating.
<b>(17) Unattended Vehicle</b>	<b>We will not pay</b> for theft of Property while contained in an unattended and unlocked motor vehicle, trailer, or caravan.
<b>(18) Money</b>	<b>We will not pay</b> for loss, destruction, or damage to Money, securities of any kind, bonds, title deeds, documents, manuscripts, or business books.
<b>(19) Valves or Batteries</b>	<b>We will not pay</b> for loss, destruction, or damage to valves, transistors, or batteries in radios, tape recorders, calculators and the like.
<b>(20) Breakage of Glass</b>	<b>We will not pay</b> for breakage of glass.
<b>(21) Computer Virus</b>	<b>We will not pay</b> for loss, destruction, or damage caused by or arising from Computer Virus.

**See also the General Exclusions in Section 7 which are applicable to all Sections.**

# Section 4 - Broadform Liability

## 4.1 Definitions

The meaning of some of the following words that apply only when used in Section 4 are shown below.

Word	Meaning
“Aircraft”	Any vessel, craft, aerial device, or thing, designed to fly in or through the atmosphere or space, including air cushion vehicles.
“Business”	The business, trade, or profession specified in the Certificate of Insurance <b>including</b> : (a) the provision and management of: (i) canteen, social, sports, welfare, and child care facilities by you for your employees’ benefit; and (ii) first aid, medical, fire, and ambulance services by you; and (b) your ownership or occupation of premises.
“Manufacturer”	A business which: (a) manufactures goods; or (b) is deemed to be a manufacturer under the Trade Practices Act 1974, because it: (i) holds itself out to the public as a manufacturer; (ii) has its own brand name on the goods; (iii) permits another person to promote the goods manufactured by the business; or (iv) imports the goods.
“Occurrence”	(a) Any: (i) event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended by you; or (ii) intentional act, by you or at your direction, resulting in Personal Injury <b>but only</b> if such Personal Injury arises solely from the use of reasonable force for the purpose of protecting persons or property.  All events and intentional acts (including intentional acts intended to protect persons or property or to prevent any or further damage or loss) arising directly or indirectly from one source or original cause are to be regarded as one Occurrence.
“Personal Injury”	(a) Bodily injury, sickness, or disease <b>including</b> death, shock, fright, mental anguish, mental injury, or disability; (b) Unlawful arrest, wrongful detention, or false imprisonment; (c) Wrongful entry or eviction or other invasion of privacy; or (d) A publication of a libel or utterance of a slander or other defamatory material.
“Product Liability”	Liability for Personal Injury or Property Damage arising out of Your Product <b>but only</b> if the Personal Injury or Property Damage occurs away from your Premises or premises leased or rented to you and after physical possession of Your Product has been passed to others.
“Property Damage”	(a) Physical loss, destruction, or damage to tangible property; or (b) Loss of use of tangible property resulting from physical loss, destruction, or damage to the tangible property.

## Section 4 - Broadform Liability (continued)

### 4.1 Definitions (continued)

Word	Meaning
“Territorial Limit”	Anywhere in the world, <b>except</b> in the United States of America, Canada, or their Territories, Protectorates, or Dependencies where <b>we only cover</b> you for: <ul style="list-style-type: none"> <li>(a) Product Liability for Your Product being exported to the United States of America, Canada, or their Territories, Protectorates, or Dependencies; or</li> <li>(b) Personal Injury or Property Damage occurring during Business visits to the United States of America, Canada, or their Territories, Protectorates, or Dependencies by directors or employees normally resident outside the United States of America, Canada, or their Territories, Protectorates, or Dependencies, <b>but not</b> directors or employees who are engaged in manual labour during any such visit.</li> </ul>
“Vehicle”	Any machine on wheels or self-laid tracks, designed to be propelled by <b>other than</b> manual or animal power, and any trailer or other attachment designed to be drawn by any such machine, <b>but does not include</b> Aircraft or Watercraft.
“Watercraft”	Any vessel, craft, or thing, designed to float or travel on, in, or through water.
“you” and “your”	Each person, company, or other entity specified in the Certificate of Insurance as being insured under this policy and <b>includes</b> : <ul style="list-style-type: none"> <li>(a) all subsidiary companies:               <ul style="list-style-type: none"> <li>(i) incorporated or acquired in the Territorial Limit;</li> <li>(ii) existing before the inception date of Section 4; and</li> <li>(iii) declared in the Proposal;</li> </ul> </li> <li>(b) all companies incorporated or acquired, in the Territorial Limit, during the Period of Insurance and relating to the Business, where the incorporation or acquisition is notified to us in writing within 60 days of the incorporation or acquisition; and</li> <li>(c) any:               <ul style="list-style-type: none"> <li>(i) director, executive, officer, employee, partner, or shareholder of the Business;</li> <li>(ii) office bearer or member of a canteen, social, sports, welfare, or child care facility provided by the Business for employees’ benefit;</li> <li>(iii) member of a first aid, medical, fire, or ambulance service provided by the Business; and</li> <li>(iv) voluntary worker; while acting in such capacity.</li> </ul> </li> </ul>
“Your Product” or “Product”	Any thing ( <b>including</b> any packaging, containers, directions, markings, instructions, warnings, or specifications) manufactured or deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied, or distributed by you, or for you, in the course of the Business after physical possession has been passed to others.

See also the General Definitions for the meanings of other words which are also applicable to Section 4.

### 4.2 Defined Events

If your Certificate of Insurance indicates that you have taken out insurance under Section 4, **we cover** you against all sums which you become **legally liable** to pay as compensation in respect of:

- (1) **Personal Injury; or**
- (2) **Property Damage;**

happening during the Period of Insurance as a result of an Occurrence within the Territorial Limit in connection with your Business.

**We do not cover** you for the incurring of a liability as set out in the Specific Exclusions in Section 4.5 or the General Exclusions in Section 7.

## Section 4 - Broadform Liability (continued)

### 4.3 Settlement

If your claim is covered under Section 4, **we will** settle your claim on the basis as set out below.

<b>Settlement Basis</b>	
<b>(1) Our Limit of Liability</b>	<p>(a) <b>We will pay</b> up to the Limit of Liability, less the stated Excess, for all compensation and Supplementary Payments in respect of any one Occurrence.</p> <p>(b) Except for Supplementary Payments as provided in Section 4.3(3)(b), <b>we will not pay</b> more than the Limit of Liability regardless of the number of:</p> <ul style="list-style-type: none"> <li>(i) legal entities comprised under the definition of “you” in Section 4.1;</li> <li>(ii) persons or organisations who sustain Personal Injury or Property Damage; or</li> <li>(iii) claims made or suits brought on account of Personal Injury or Property Damage.</li> </ul>
<b>(2) Product Liability</b>	Our total liability for all claims arising out of the Product Liability during the Period of Insurance is limited to the Limit of Liability, less the stated Excess.
<b>(3) Supplementary Payments</b>	<p>(a) <b>We will pay:</b></p> <ul style="list-style-type: none"> <li>(i) legal costs and expenses incurred by you with our written consent for representation in any court, or in the settlement or defence of any claim;</li> <li>(ii) costs and expenses recoverable from you by any claimants; and</li> <li>(iii) first aid costs incurred by you for first aid rendered to others at the time of an Occurrence of Personal Injury.</li> </ul> <p>(b) <b>The amount we will pay</b> in (a) is included in the Limit of Liability except for an additional \$500,000 for:</p> <ul style="list-style-type: none"> <li>(i) all claims arising out of Product Liability during the Period of Insurance; or</li> <li>(ii) each Occurrence other than arising out of Product Liability;</li> </ul> <p>not arising in the United States of America, Canada, or their Territories, Protectorates, or Dependencies.</p> <p>(c) If a judgement or an amount required to settle a claim exceeds the Limit of Liability, our liability to pay legal costs and expenses is limited to the proportion the Limit of Liability bears to the judgement or settlement sum.</p>
<b>(4) Discharge of Liabilities</b>	<p>(a) We may at any time pay to you, in respect of all claims:</p> <ul style="list-style-type: none"> <li>(i) the amount of the Limit of Liability; or</li> <li>(ii) any lesser sum for which the claims can be settled;</li> </ul> <p>after deduction of any sum already paid as compensation in respect of the claims.</p> <p>(b) Upon the payment set out in paragraph (a), <b>we will</b> relinquish control of, and be under no further liability under the policy in connection with the claims <b>except</b> for costs, charges, and expenses:</p> <ul style="list-style-type: none"> <li>(i) recoverable from you in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and</li> <li>(ii) incurred by us or incurred by you with our written consent prior to the date of the payment.</li> </ul> <p>(c) <b>We will not pay</b> for any claim or judgement or defend any suit after our Limit of Liability has been exhausted.</p>
<b>(5) Cross Liability</b>	Each of the parties comprising “you” are considered as a separate legal entity and the “you” or “your” will apply to each party as if a separate policy had been issued to each of the parties but, our aggregate liability is limited to the Limit of Liability, less the stated Excess.

## Section 4 - Broadform Liability (continued)

### 4.4 Additional Benefit

If you are covered under Section 4, **we will** extend your cover to include the following Additional Benefits, subject to the Limit of Liability not being increased.

Additional Benefit	
(1) Principals	<p><b>We cover</b> you for liability to indemnify any principal with whom you have entered into a contract or agreement for the performance of work, and the terms of the contract or agreement requires that <b>you must</b> indemnify the principal, <b>but only</b>:</p> <ul style="list-style-type: none"> <li>(a) in relation to work carried out by you; and</li> <li>(b) if the liability would have been implied by law in the absence of the contract or agreement and in respect of claims for which you would be entitled to indemnity under Section 4 if the claim was made against you.</li> </ul>

### 4.5 Specific Exclusions

**We do not cover** you under Section 4, for the following circumstances.

Excluded Circumstances	
(1) Vehicles	<p><b>We will not pay</b> for claims arising out of or in connection with:</p> <ul style="list-style-type: none"> <li>(a) the ownership, possession, maintenance, or use of any Vehicle which is registered or in respect of which compulsory insurance is required by any legislation; or</li> <li>(b) the loading of or unloading from any Vehicle which is registered or in respect of which registration is required by any legislation.</li> </ul>
(2) Aircraft	<p><b>We will not pay</b> for claims arising directly or indirectly out of, or caused by, or in connection with:</p> <ul style="list-style-type: none"> <li>(a) the ownership, possession, use, existence, working, navigation, or operation by you or on your behalf of any Aircraft;</li> <li>(b) the repair, maintenance, servicing, or installation work in or on any Aircraft;</li> <li>(c) the use of any of Your Products with your knowledge in the construction of any Aircraft; or</li> <li>(d) Your Product manufactured specifically for and installed in an Aircraft, or arising out of Your Product which you knew would be so installed.</li> </ul>
(3) Watercraft	<p><b>We will not pay</b> for claims arising directly or indirectly out of, or caused by, or in connection with:</p> <ul style="list-style-type: none"> <li>(a) the ownership, possession, use, existence, working, navigation, or operation, by you or on your behalf, of any Watercraft while afloat, <b>except</b> where the Watercraft is less than 8 metres in length;</li> <li>(b) the repair, maintenance, servicing, or installation work in, or on, any Watercraft; or</li> <li>(c) shipbreaking or shipbuilding.</li> </ul>
(4) Pollution	<p><b>We will not pay</b> for:</p> <ul style="list-style-type: none"> <li>(a) claims arising directly or indirectly out of, caused by, or in connection with actual, alleged, or threatened seepage, discharge, dispersal, emission, release, or escape of pollutants being any solid, liquid, gaseous, or thermal irritant or contaminant including, <b>but not</b> limited to: <ul style="list-style-type: none"> <li>(i) smoke, vapour, soot, or fumes;</li> <li>(ii) acids, alkalis, or chemicals; or</li> <li>(iii) waste, including material to be recycled, reconditioned, or reclaimed; or</li> </ul> </li> <li>(b) any costs of removing, nullifying, or cleaning up pollutants; <p><b>unless</b> caused by a sudden, identifiable, unintended, and unexpected happening which takes place in its entirety at a specific time and place, <b>provided that</b>:</p> <ul style="list-style-type: none"> <li>(i) if such seepage, discharge, dispersal, emission, release, or escape extends beyond more than one Period of Insurance, <b>we will not pay</b> more than the Limit of Liability stated in the Certificate of Insurance; and</li> <li>(ii) our total liability for claims during the Period of Insurance is limited to the Limit of Liability, less the stated Excess.</li> </ul> </li> </ul>

## Section 4 - Broadform Liability (continued)

### 4.5 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<b>(5) Employers' Liability</b>	<p><b>We will not pay</b> for claims in respect of Personal Injury to any person:</p> <ul style="list-style-type: none"> <li>(a) to whom benefits are payable by you under any workers' or workmen's compensation legislation;</li> <li>(b) engaged under a contract of service or apprenticeship with you; or</li> <li>(c) arising from a liability imposed by any industrial award, agreement, or determination;</li> </ul> <p><b>but we will pay</b> for:</p> <ul style="list-style-type: none"> <li>(d) claims for Personal Injury to any person who, while engaged under a contract of service or apprenticeship with you, is not a "Worker" as defined in the Work Health Act 1986 (NT) or the Workcover Queensland Act 1996 (Qld); and</li> <li>(e) common law claims for Personal Injury to any person who is deemed to be employed by you under section 175 of the Workers' Compensation and Rehabilitation Act 1981(WA) or deemed a "Worker" pursuant to any other section of the Act, <b>other than</b> those persons excluded by (b) above.</li> </ul>
<b>(6) Property in your Physical or Legal Control</b>	<p><b>We will not pay</b> for claims in respect of Property Damage to property owned by you, leased or rented to you, or in your physical or legal control, <b>except</b> for:</p> <ul style="list-style-type: none"> <li>(a) Property Damage to premises which are leased or rented to you caused by fire, explosion, water discharging or leaking from any pipe or water system, or impact caused by any Vehicle provided that <b>you must</b> pay the first \$250 in respect of Property Damage caused <b>other than</b> by fire or explosion;</li> <li>(b) Property Damage to Vehicles, not owned by you, or used by you or on your behalf, while in your physical or legal control <b>but only</b> where: <ul style="list-style-type: none"> <li>(i) the Property Damage occurs while the Vehicle is in a car park owned or operated by you; and</li> <li>(ii) no part of your Business is the ownership or operation of a car park for reward; or</li> </ul> </li> <li>(c) claims in respect of property not belonging to you but in your physical or legal control up to \$50,000 for any one Occurrence, <b>but we will not pay</b> for money, securities, or negotiable instruments.</li> </ul>
<b>(7) Rectifying Faulty Work</b>	<p><b>We will not pay</b> for claims in respect of rectifying faulty work.</p>
<b>(8) Contractual Liabilities</b>	<p><b>We will not pay</b> for claims arising out of a liability assumed by you under any contract or agreement, <b>except</b> where:</p> <ul style="list-style-type: none"> <li>(a) the liability would have been implied by law in the absence of the contract or agreement; or</li> <li>(b) the liability is in respect of a claim made by a lessor or landlord for indemnity for: <ul style="list-style-type: none"> <li>(i) Personal Injury; or</li> <li>(ii) Property Damage;</li> </ul> <p>under the provisions of a lease or agreement for tenancy of premises occupied by you in connection with the Business, <b>but not</b> in respect of Property Damage to buildings, occupied in whole or in part by you, or their contents.</p> </li> </ul>
<b>(9) Libel or Slander</b>	<p><b>We will not pay</b> for claims arising out of publication of a libel, utterance of a slander, or defamation:</p> <ul style="list-style-type: none"> <li>(a) if the first injurious publication or utterance of the same or similar material by you or on your behalf was made prior to the inception date of Section 4; or</li> <li>(b) if the publication, utterance, or defamation was: <ul style="list-style-type: none"> <li>(i) made by you or at your direction with knowledge of the falsity thereof; or</li> <li>(ii) in the course of or related to advertising, broadcasting, publishing, or telecasting activities conducted by or on your behalf.</li> </ul> </li> </ul>
<b>(10) Asbestos</b>	<p><b>We will not pay</b> for claims directly or indirectly caused by or arising from:</p> <ul style="list-style-type: none"> <li>(a) mining, processing, transport, distribution, and/or storage of asbestos;</li> <li>(b) manufacture of asbestos products and/or processing of materials containing asbestos;</li> <li>(c) installation, removal, treatment, or storage of materials containing asbestos; or</li> <li>(d) any process of decontamination, treatment, or control of asbestos.</li> </ul>

## Section 4 - Broadform Liability (continued)

### 4.5 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<b>(11) Loss of Use</b>	<p><b>We will not pay</b> for claims arising from loss of use of tangible property which has not been physically lost, destroyed, or damaged, resulting from:</p> <ul style="list-style-type: none"> <li>(a) delay or lack of performance by you or on your behalf under any contract or agreement; or</li> <li>(b) the failure of Your Product to meet the level of performance, quality, fitness, or durability expressly or impliedly warranted or represented by you;</li> </ul> <p><b>except</b> for loss of use of other tangible property resulting from the sudden and accidental physical loss, destruction, or damage to Your Product after Your Product has been put to use by any person or organisation <b>other than</b> you.</p>
<b>(12) Faulty Design</b>	<p><b>We will not pay</b> for claims caused by or arising out of the harmful nature, condition, or quality of any of Your Products, which nature, condition, or quality results from the use of any design, formula, specification, plan, or pattern intended to be used by you.</p>
<b>(13) Product Defect</b>	<p><b>We will not pay</b> for claims in respect of Property Damage to Your Product if such Property Damage is attributable to any defect in Your Product or the harmful nature or unsuitability of Your Product.</p>
<b>(14) Product Recall</b>	<p><b>We will not pay</b> for claims arising from the cost of withdrawal, inspection, removal, reinstallation, repair, replacement, or loss of use of:</p> <ul style="list-style-type: none"> <li>(a) Your Product; or</li> <li>(b) any property of which Your Product forms a part;</li> </ul> <p>if Your Product is recalled from the market or from use because of any known or suspected defect or deficiency in it.</p>
<b>(15) Professional Liability</b>	<p><b>We will not pay</b> for claims against you arising out of any negligent act, error, or omission:</p> <ul style="list-style-type: none"> <li>(a) in your professional conduct; or</li> <li>(b) in the professional conduct of any person for whom you may be legally liable;</li> </ul> <p><b>except</b> for liability of members of your first aid, medical, or ambulance services arising in connection with such activities, <b>other than</b> where your Business involves the provision of professional medical or ambulance services.</p>
<b>(16) Cutting, Heating, Welding, or Grinding</b>	<p><b>We will not pay</b> for claims arising directly or indirectly out of, or caused by, or in connection with:</p> <ul style="list-style-type: none"> <li>(a) cutting;</li> <li>(b) heating;</li> <li>(c) welding; or</li> <li>(d) grinding,</li> </ul> <p><b>except where</b> you have complied with the current Australian Standard AS1674.1 Safety in Welding and Allied processes – Fire Precautions as set out in the Standard or Code.</p>
<b>(17) Underground Cables, Pipes, and Services</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for claims in respect of Property Damage to underground cables, wires, pipes, or other services caused by or arising out of the use of any mechanical digging, scraping, grading, drilling, or levelling apparatus affixed to or forming part of any Vehicle, <b>except</b> where: <ul style="list-style-type: none"> <li>(i) such apparatus is affixed to or forms part of any unregistered Vehicle;</li> <li>(ii) the appropriate authority has been contacted to verify the existence and location of such underground services and fittings; and</li> <li>(iii) a plan detailing the location of such services and fittings is obtained from the relevant authority prior to the commencement of the work.</li> </ul> </li> <li>(b) <b>You must pay</b> an Excess of \$2,000 for any one event in respect of Property Damage to underground cables, wires, pipes, or other services including their supports and fittings.</li> </ul>
<b>(18) Discrimination</b>	<p><b>We will not pay</b> for claims arising out of the breach of any legal obligation relating to the prohibition of discrimination referred to in any anti-discrimination legislation.</p>

## Section 4 - Broadform Liability (continued)

### 4.5 Specific Exclusions (continued)

Excluded Circumstances	
(19) Child Molestation	We will not pay for claims arising out of or resulting from the molesting of minors.
(20) Contract Works	We will not pay for claims arising out of construction, erection, demolition, alteration, or installation work by you or on your behalf <b>except</b> where the total contract price payable to, or by, you at the time of commencement of all work is less than \$500,000.
(21) Jurisdiction outside Territorial Limit	We will not pay for claims: <ul style="list-style-type: none"> <li>(a) brought against you in the United States of America, Canada, or their Territories, Protectorates, or Dependencies; or</li> <li>(b) arising as a consequence of:               <ul style="list-style-type: none"> <li>(i) you entering into contractual obligations subscribing to the jurisdiction of a court of the United States of America, Canada, or their Territories, Protectorates, or Dependencies; or</li> <li>(ii) any agreement by you to indemnify any other party in respect of an award, judgement, or settlement made under the jurisdiction of a court in the United States of America, Canada, or their Territories, Protectorates, or Dependencies.</li> </ul> </li> </ul>
(22) Fines or Penalties	We will not pay or be liable for fines or penalties.
(23) Punitive Damages	We will not pay or be liable for aggravated, punitive, or exemplary damages.
(24) Felling or Lopping of Trees	We will not pay for claims arising out of the felling or lopping of trees over 5 metres in height.
(25) Explosives	We will not pay for claims arising out of the use of or storage of explosives or detonators.
(26) Advice for a fee	We will not pay for claims caused by or arising out of your rendering or failure to render advice (other than in respect of the use or storage of your Products), for a fee, <b>but only</b> where that fee, or a discrete part of that fee is directly payable for the advice (whether written or verbal).

See also the General Exclusions in Section 7 which are applicable to all Sections.

### 4.6 Specific Conditions

If you are covered under Section 4, **you must** follow the Specific Conditions noted below **otherwise** we may deny or reduce our liability to pay any claim under Section 4.

Specific Conditions	
(1) Claims Procedures and Requirements	<b>You must:</b> <ul style="list-style-type: none"> <li>(a) immediately notify us in writing of the Occurrence of any Personal Injury or Property Damage;</li> <li>(b) provide us with all reasonable particulars and information that we may require;</li> <li>(c) immediately, on receipt, forward to us every letter, writ, summons, and process;</li> <li>(d) give all information and assistance we may require in the prosecution, defence, or settlement of any claim; and</li> <li>(e) use best endeavours to preserve any damaged, defective, or other appliances, plant, or things which might prove necessary or useful by way of evidence in connection with any claim.</li> </ul>
(2) Alteration or Repair	<b>You must not</b> alter or repair any building, appliance, plant, or thing relevant to any claim, until we have the opportunity of an inspection, <b>unless</b> necessary for practical or safety reasons.
(3) No Admission of Liability	<b>You must not</b> make any admission of liability, offer, promise, or payment without our prior written consent.
(4) Notice	Every notice or communication to us must be in writing.

## Section 4 - Broadform Liability (continued)

### 4.6 Specific Conditions (continued)

<b>Specific Conditions</b>	
<b>(5) Inspection</b>	<p>(a) If required by us, <b>you must</b> allow us:</p> <ul style="list-style-type: none"> <li>(i) at any time to inspect your Property and operations; and</li> <li>(ii) to examine and audit your books and records at any time during the Period of Insurance and within 3 years of the final termination of cover under Section 4.</li> </ul> <p>(b) Neither our inspection nor any report constitutes an undertaking to determine or warrant that such Property or operations are:</p> <ul style="list-style-type: none"> <li>(i) safe;</li> <li>(ii) healthful; or</li> <li>(iii) in compliance with any law, rule, or regulation.</li> </ul>
<b>(6) Product Recall</b>	<p><b>You must</b> at your own expense take reasonable action to trace, recall, or modify any of the Products containing any defect or deficiency which you have knowledge of, or have reason to suspect contain any defect or deficiency.</p>
<b>(7) Reasonable Care</b>	<p><b>You must:</b></p> <ul style="list-style-type: none"> <li>(a) take all reasonable precautions to prevent Personal Injury and Property Damage and comply with all statutory obligations for the safety of persons or property;</li> <li>(b) in the event of an Occurrence, promptly take at your own expense all reasonable steps to prevent other Personal Injury or Property Damage from arising out of the same or similar circumstances; and</li> <li>(c) comply with all statutory obligations concerning the inspection of passenger lifts and steam pressure apparatus.</li> </ul>
<b>(8) Maintenance of Product Records</b>	<p><b>You must</b> keep and maintain the following records for at least 12 years after the date upon which such records are brought into existence:</p> <ul style="list-style-type: none"> <li>(a) research and development documents;</li> <li>(b) design and manufacturing specifications;</li> <li>(c) documents made or received by you showing the source and quality of components received by you;</li> <li>(d) lists of businesses in the distribution chain;</li> <li>(e) sales records of goods, <b>including</b> batch and model numbers, by destination and date; and</li> <li>(f) records or documents containing details of all of your quality control measures, inspections, testing, repairs, replacements, and recalls.</li> </ul>
<b>(9) Your Responsibility to Identify Manufacturer/Supplier</b>	<p><b>You must:</b></p> <ul style="list-style-type: none"> <li>(a) supply within 30 days, following receipt of a written request from any person, to that person, particulars identifying: <ul style="list-style-type: none"> <li>(i) the Manufacturer of the Product; or</li> <li>(ii) the supplier of the Product to you;</li> </ul> in respect of any Product sold or supplied by you to that person; and</li> <li>(b) retain proof that the person received notification in writing within the 30-day period.</li> </ul>
<b>(10) Waiver of Subrogation</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not</b> exercise our rights of subrogation under Section 4 against: <ul style="list-style-type: none"> <li>(i) any corporation, the majority of whose capital stock is owned or controlled by you;</li> <li>(ii) any corporation, firm, or individual who owns or controls the majority of your capital stock; or</li> <li>(iii) any corporation, firm, or individual to which, or to whom, protection is afforded under Section 4.</li> </ul> </li> <li>(b) <b>We will however</b> exercise our rights of subrogation if such corporation, firm, or individual is protected from such loss by any other insurance, <b>but only</b> to the extent and up to the Sum Insured/Limit of Liability of the other insurance.</li> </ul>

See also the General Conditions in Section 8 that apply to all Sections.

# Section 5 - Motor Vehicles

## 5.1 Definitions

The meaning of the following words that apply only when used in Section 5 are shown below.

Word	Meaning
“Accessories”	<p>(a) Equipment specifically manufactured and designed for a vehicle and fitted to the Vehicle as additional equipment, including:</p> <ul style="list-style-type: none"> <li>(i) stereo, cassette, and compact disc players;</li> <li>(ii) air conditioning units;</li> <li>(iii) alarms or other security devices; or</li> <li>(iv) radio receivers and citizen band radio service equipment;</li> </ul> <p><b>but not including:</b></p> <ul style="list-style-type: none"> <li>(v) performance modification equipment; or</li> <li>(vi) radar detection equipment;</li> </ul> <p>(b) artwork or signwriting, gates, tarpaulins, chains, ropes, and winches while attached to the Vehicle.</p>
“Agreed Value”	The Sum Insured shown in the Certificate of Insurance for any specified sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes.
“Market Value”	The cost to buy a vehicle of the same age, condition, model, and make as the Vehicle, as assessed by us.
“Personal Effects”	<p>Items of clothing or personal belongings normally worn or carried by a person <b>but does not include:</b></p> <ul style="list-style-type: none"> <li>(a) firearms, sporting or photographic equipment;</li> <li>(b) mobile phones, musical instruments, or computers;</li> <li>(c) cheques, money, credit cards, negotiable instruments; or</li> <li>(d) jewellery, watches or furs.</li> </ul>
“Total Loss”	<p>When:</p> <ul style="list-style-type: none"> <li>(a) the likely cost to repair the Vehicle plus the value of any salvage exceeds the Market Value; or</li> <li>(b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by us.</li> </ul>
“Tool of Trade”	<p>A Vehicle equipped with a tool, implement, or device for:</p> <ul style="list-style-type: none"> <li>(a) digging, scraping, grading, drilling or levelling; or</li> <li>(b) lifting, lowering, or supporting any object or person.</li> </ul>
“Vehicle”	Any mechanically propelled vehicle designed for use on land only, including a motor car, motorcycle, goods carrying vehicle, trailer, caravan, mobile plant and equipment, self-propelled agricultural machine, or other vehicle, specified in the Certificate of Insurance and their Accessories.

See also the General Definitions for the meanings of words which are also applicable to Section 5.

## Section 5 - Motor Vehicles (continued)

### 5.2 Defined Events

If your Certificate of Insurance indicates that you have taken out insurance under Section 5, **we cover** you against each of the Defined Events listed below occurring during the Period of Insurance in the Commonwealth of Australia **except** as stated under We Will Not Pay.

Defined Event	We Will Not Pay
	Refer also to the Specific Exclusions in Section 5.5 and the General Exclusions in Section 7
<p><b>(1)</b> Loss, destruction, or damage to the Vehicle caused by <b>Accident, Fire, or Theft</b></p>	<p><b>We will not pay</b> for:</p> <ul style="list-style-type: none"> <li>(a) gradual deterioration or depreciation;</li> <li>(b) wear and tear, rust, or corrosion;</li> <li>(c) structural, mechanical, electrical or electronic breakdown, malfunction or failure;</li> <li>(d) the tyres of the Vehicle being damaged by the application of brakes, or by road punctures, cuts, or bursts;</li> <li>(e) loss of use of the Vehicle; or</li> <li>(f) loss by Theft during or after a Fire or Accident <b>unless</b> and until steps have been taken to ensure the safety of the Vehicle.</li> </ul>
<p><b>(2)</b> The incurring of a <b>Legal Liability</b> to pay compensation or damages for property damage or personal injury caused:</p> <ul style="list-style-type: none"> <li>• by the use of the Vehicle;</li> <li>• by goods falling from or being carried by the Vehicle;</li> <li>or</li> <li>• during loading or unloading of the registered Vehicle</li> </ul>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for any liability caused by, arising out of, or in connection with: <ul style="list-style-type: none"> <li>(i) any contract, warranty, or agreement <b>unless</b> such liability would have attached to you without the contract, warranty, or agreement;</li> <li>(ii) the use of any unregistered or unlicensed Vehicle owned by you or in your custody or control;</li> <li>(iii) the use of the Vehicle as a Tool of Trade <b>except</b> as provided in Section 5.4(2)(h);</li> <li>(iv) delivery to or collection from the Vehicle; or</li> <li>(v) the commercial transportation of Dangerous Goods, <b>except</b> as provided in Section 5.3(2)(c).</li> </ul> </li> <li>(b) <b>We will not pay</b> for any liability: <ul style="list-style-type: none"> <li>(i) to any member of your family or to any person ordinarily residing with you or with whom you ordinarily reside;</li> <li>(ii) in respect of which you are, or any other person is, required by law to have in force at the time such liability is incurred, a policy of insurance;</li> <li>(iii) in respect of which insurance is required by virtue of any statutory workers compensation scheme; or</li> <li>(iv) for Removal of Debris <b>except</b> as provided in Section 5.4(1)(r).</li> </ul> </li> <li>(c) <b>We will not pay</b> for: <ul style="list-style-type: none"> <li>(i) property belonging to you or in your custody or control;</li> <li>(ii) fines or penalties; or</li> <li>(iii) punitive, exemplary, or aggravated damages.</li> </ul> </li> </ul>

## Section 5 - Motor Vehicles (continued)

### 5.3 Settlement

- (1) If your claim for loss, destruction, or damage to the Vehicle is covered under Section 5.2(1), **we will** settle your claim on the basis set out below.

<b>Settlement Basis</b>	
<b>(a) Repair</b>	<p>(i) <b>We will</b> either repair or replace the Vehicle, or at our option, make a cash payment equivalent to the cost of repairing or replacing the Vehicle; or</p> <p>(ii) If we elect to repair the Vehicle:</p> <p>(A) you can suggest a repairer, or you can contact us to suggest one for you. If we do not accept your choice of repairer, you must still co-operate with us to select another repairer that you and we can mutually agree upon.</p> <p>(B) <b>we may</b> use reusable parts or parts not manufactured by a supplier to the original manufacturer of the Vehicle, which:</p> <p>(I) are consistent with the age and condition of the Vehicle;</p> <p>(II) do not affect the safety or the structural integrity of the Vehicle;</p> <p>(III) comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules;</p> <p>(IV) do not adversely affect the post repair appearance of the Vehicle; and</p> <p>(V) do not void or affect the warranty provided by the Vehicle manufacturer; and</p> <p>(C) <b>we may</b> arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.</p> <p>(iii) If the Vehicle is repaired to a better condition than it was in before the loss, destruction, or damage, you may be required to contribute to the cost of the repairs and your contribution will be based on the increased value of the Vehicle.</p>
<b>(b) Cost of Parts</b>	<p><b>We will not pay</b> for the cost of:</p> <p>(i) spare parts (whether available in the Commonwealth of Australia or not) in excess of manufacturer's last issued catalogue or price list for use in the Commonwealth of Australia;</p> <p>(ii) air freight of parts; or</p> <p>(iii) fabrication of parts.</p>
<b>(c) Total Loss</b>	<p>Where we have paid the claim as a Total Loss and you have been indemnified:</p> <p>(i) the wreckage becomes our property;</p> <p>(ii) any proceeds of any salvage sale becomes ours; and</p> <p>(iii) the insurance on that Vehicle terminates and no refund of Premium applies.</p>
<b>(d) Our Limit of Liability</b>	<p>Our liability is limited to the Sum Insured or the Market Value of the Vehicle at the time of loss, destruction, or damage, whichever is the lesser amount, less the stated Excess.</p>
<b>(e) Limit of Liability for Vehicles less than 2 Tonnes</b>	<p>If the Vehicle is a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes, our liability is limited to the Agreed Value, less the stated Excess.</p>
<b>(f) Excess</b>	<p>All applicable Excesses are cumulative.</p>
<b>(g) Theft of insured Vehicle</b>	<p>If your Vehicle is stolen and not found within 21 days, we will declare the Vehicle a Total Loss.</p>
<b>(h) Towing</b>	<p>Following loss, destruction, or damage <b>we will pay</b> in addition to the Sum Insured, the reasonable cost of protection and removal of the Vehicle to a suitable repairer, repair centre, or place of safety we authorise.</p>

## Section 5 - Motor Vehicles (continued)

### 5.3 Settlement (continued)

- (2) If you are covered for the incurring of a Legal Liability under Section 5.2(2), **we will pay** for the claim on the basis set out below.

<b>Settlement Basis</b>	
<b>(a) Our Limit of Liability</b>	<p><b>We will pay</b> up to a total of \$20,000,000:</p> <ul style="list-style-type: none"> <li>(i) in relation to any one accident or series of accidents arising out of the one event; and</li> <li>(ii) including all your legal costs and expenses incurred with our written consent or recoverable from you by a claimant;</li> </ul> <p>less any stated Excess.</p>
<b>(b) Legal Expenses</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> for all legal expenses incurred with our written consent in defending any court proceeding arising from a claim for which cover is provided by Section 5.2.</li> <li>(ii) <b>We will not pay</b> for legal expenses incurred by your failure to notify us immediately on receipt of any letter, notice of claim, writ, summons, or process.</li> </ul>
<b>(c) Dangerous Goods</b>	<p><b>We will pay</b> up to \$25,000 for all claims arising out of any accident involving the commercial transportation of:</p> <ul style="list-style-type: none"> <li>(i) any substances which form explosive mixtures with organic and other readily oxidisable materials; or</li> <li>(ii) petroleum products, toxic chemicals, corrosive acids, inflammable liquids, gases, explosives, or inflammable substances having a closed cup flashpoint below 22.7° Celsius;</li> </ul> <p><b>provided that</b> the transportation complies with The Australian Code for the Transport of Dangerous Goods by Road and Rail.</p>

## Section 5 - Motor Vehicles (continued)

### 5.4 Additional Benefits

- (1) If you are covered for loss, destruction, or damage to the Vehicle under Section 5.2(1), **we will** extend your cover to include the following Additional Benefits. Unless otherwise indicated, any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits, <b>not</b> in addition to Sum Insured unless otherwise stated
(a) <b>Taxi Fare</b>	<p><b>We will pay</b> up to \$50 in addition to the Sum Insured, for the cost of a taxi fare paid by you for transport from the scene of the Accident where the Vehicle is damaged and requires towing, <b>provided that</b> you:</p> <ul style="list-style-type: none"> <li>(i) provide us with a receipt; and</li> <li>(ii) have a valid claim under Section 5.2(1).</li> </ul>
(b) <b>Return of Vehicle</b>	Where the Vehicle is stolen and recovered, <b>we will pay</b> the necessary costs involved in having the Vehicle returned to the place it is normally garaged.
(c) <b>Use of Trailers</b>	<b>We will pay</b> up to \$500 in addition to the Sum Insured for loss, destruction, or damage to any two or four wheel trailer, other than a caravan, while it is attached to the Vehicle.
(d) <b>Approved Security Device</b>	<p><b>You will not</b> lose your No Claim Bonus applicable to the Vehicle nor will you have to pay any Excess following the Theft or attempted Theft of the Vehicle, if:</p> <ul style="list-style-type: none"> <li>(i) the Vehicle is fitted with a security device approved by us; and</li> <li>(ii) the device was armed and operable at the time of the Theft or attempted Theft.</li> </ul>
(e) <b>No Blame Bonus Concession</b>	<p><b>You will not</b> lose the No Claim Bonus applicable to the Vehicle, if the Vehicle was involved in an accident if:</p> <ul style="list-style-type: none"> <li>(i) you can provide us with the name and address of the other driver and the registration number of the other vehicle; and</li> <li>(ii) the driver of the other vehicle was entirely at fault for the accident.</li> </ul>
(f) <b>Personal Effects</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> up to \$500 in addition to the Sum Insured, for loss, destruction, or damage to Personal Effects belonging to you or your employees, if: <ul style="list-style-type: none"> <li>(A) lost, destroyed, or damaged in an accident involving the Vehicle; or</li> <li>(B) stolen from your securely locked Vehicle.</li> </ul> </li> <li>(ii) <b>We will not</b> apply any Excess for a claim for Personal Effects only.</li> </ul>
(g) <b>Accidental Death of Driver</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> you \$4,000 in addition to the Sum Insured, in the event of the death of the driver of the Vehicle: <ul style="list-style-type: none"> <li>(A) arising out of an accident involving the Vehicle; and</li> <li>(B) occurring within 12 calendar months from the date of the accident.</li> </ul> </li> <li>(ii) <b>We will not</b> apply any Excess for a claim for Accidental Death of Driver only.</li> </ul>
(h) <b>Windscreen and Window Glass</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> for broken windscreen glass or window glass without the loss of the No Claim Bonus applicable to the Vehicle.</li> <li>(ii) <b>We will not</b> apply any Excess for a claim for a broken windscreen glass or window glass, <b>but only</b> if the Vehicle has a carrying capacity of less than 5 tonnes.</li> </ul>
(i) <b>Hire Costs following Theft</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> up to \$1,000 in addition to the Sum Insured following the Theft of the Vehicle for the cost of hiring a similar vehicle for a period: <ul style="list-style-type: none"> <li>(a) up to a maximum of 14 days; or</li> <li>(b) up to the date of recovery of the Vehicle, whichever is the shortest period of time.</li> </ul> </li> <li>(ii) <b>We will pay</b> up to \$2,000 in total for any excess you are required to pay, and the amount of security non forfeited under a hire car agreement if: <ul style="list-style-type: none"> <li>(a) we have agreed to pay the cost of the hire car; and</li> <li>(b) the excess or security bond is payable as a result of loss or damage to the hire care or loss or damage caused by the hire car during the hire period we cover.</li> </ul> </li> </ul>

## Section 5 - Motor Vehicles (continued)

### 5.4 Additional Benefits (continued)

Additional Benefit	Limits to Additional Benefits, <b>not</b> in addition to Sum Insured unless otherwise stated
(j) <b>Maximum No Claim Bonus Protection</b>	<p>You are entitled to make one claim each Period of Insurance without losing the No Claim Bonus if the Vehicle:</p> <ul style="list-style-type: none"> <li>(i) has a carrying capacity of less than 2 tonnes; and</li> <li>(ii) is receiving our maximum No Claim Bonus discount.</li> </ul>
(k) <b>No Fault Excess</b>	<ul style="list-style-type: none"> <li>(i) If your Vehicle is a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes, <b>you will not</b> be required to pay an Excess for a claim, <b>provided that:</b> <ul style="list-style-type: none"> <li>(A) you can provide us with the name and address of the other driver and the registration number of the other vehicle;</li> <li>(B) the driver of the other vehicle was entirely at fault for the accident; and</li> <li>(C) the amount of the claim exceeds the amount of any Excess, which would have otherwise been applicable.</li> </ul> </li> <li>(ii) Where there is a dispute as to fault, <b>you must</b> first pay the applicable Excess, however this will be refunded to you if it is established that the other driver was entirely at fault.</li> </ul>
(l) <b>Vehicles being transported</b>	<p><b>We will pay</b> for loss, destruction, or damage to the Vehicle whilst being transported by road, rail, sea, or air between places in the Commonwealth of Australia or while being loaded before, or unloaded after such transportation.</p>
(m) <b>Car Sharing Agreement</b>	<p>We agree that payment made by passengers, as part of a 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.</p>
(n) <b>Emergency Repairs</b>	<p><b>We will pay</b> up to \$500 for the reasonable cost of immediate repairs to enable your Vehicle to be driven safely following loss, destruction or damage.</p>
(o) <b>Expediting Expenses</b>	<p><b>We will pay</b> up to \$1,000 or 15% of the normal repair costs, whichever is less, for the reasonable cost necessary to effect immediate temporary repairs or to expedite permanent repairs to your vehicle.</p>
(p) <b>Repair Guarantee</b>	<p>We guarantee workmanship of the repairs authorised by us. This guarantee is for the life of your vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly.</p> <p>Wear and tear <b>is not</b> covered by this guarantee.</p> <p>We will arrange for repairs authorised by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for the repairs to be rectified, you must allow us to inspect the Vehicle.</p>
(q) <b>New Vehicle</b>	<p>If you have a valid claim for loss, destruction, or damage to the Vehicle under this policy and your Vehicle is:</p> <ul style="list-style-type: none"> <li>(i) a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes;</li> <li>(ii) less than 24 months old from original registration; and</li> <li>(iii) a Total Loss;</li> </ul> <p>you may elect to have us replace the Vehicle with a similar make and model brand new vehicle including similar Accessories, subject to local availability.</p>
(r) <b>Removal of Debris</b>	<p><b>We will pay</b> up to \$5,000, in addition to the Limit of Liability, for the cost of removal and disposal of any debris resulting from:</p> <ul style="list-style-type: none"> <li>(i) goods falling from the Vehicle; or</li> <li>(ii) the spillage, escape, or explosion of goods being carried by the Vehicle; as a result of an accident.</li> </ul>

## Section 5 - Motor Vehicles (continued)

### 5.4 Additional Benefits (continued)

- (2) If you are covered for the incurring of a Legal Liability under Section 5.2(2), **we will** extend your cover to include the following Additional Benefits. Unless otherwise indicated, any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits, <b>not</b> in addition to Sum Insured unless otherwise stated
(a) <b>Substitute Motor Vehicle</b>	<p><b>We will pay</b> for liability arising from the use of a substitute vehicle, <b>provided that:</b></p> <ul style="list-style-type: none"> <li>(i) the Vehicle must be unable to be used as a result of damage, or mechanical or electrical breakdown or failure;</li> <li>(ii) the substitute vehicle must not be owned by you but must be in your custody or control;</li> <li>(iii) the substitute vehicle must be similar to the Vehicle;</li> <li>(iv) there must be no other insurance policy which provides cover for the same liability; and</li> <li>(v) not more than one substitute vehicle may be used at any one time in respect of the Vehicle.</li> </ul>
(b) <b>Use of Trailer</b>	<p><b>We will pay</b> for liability arising from any trailer or caravan while it is:</p> <ul style="list-style-type: none"> <li>(i) attached to the Vehicle; or</li> <li>(ii) accidentally detached from the Vehicle while in motion.</li> </ul>
(c) <b>Indemnity for your Employer or Principal</b>	<p><b>We will pay</b> all sums for which your employer, principal, or partner, becomes legally liable to pay as your employer, principal, or partner, in respect of personal injury or property damage caused by, or arising out of, the use of the Vehicle.</p>
(d) <b>Employees using own Motor Vehicle</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> for your liability arising out of your employees using their own motor vehicle while on your Business.</li> <li>(ii) We will not pay if your employees are entitled to claim under their own vehicle insurance.</li> </ul>
(e) <b>Emergency Services Costs</b>	<p><b>We will pay</b> up to \$5,000 for your liability for charges imposed by the following authorities, as a result of an accident involving your Vehicle:</p> <ul style="list-style-type: none"> <li>(i) Fire Brigade;</li> <li>(ii) State, Federal or Local Government Emergency Services;</li> <li>(iii) Police.</li> </ul>
(f) <b>Uninsured Motorist</b>	<p><b>We will pay</b> up to \$3,000, where the Vehicle is damaged in an accident with an uninsured vehicle <b>provided that:</b></p> <ul style="list-style-type: none"> <li>(i) you can provide us with the name and address of the other driver and the registration number of the other vehicle;</li> <li>(ii) the driver of the other vehicle was entirely at fault for the accident;</li> <li>(iii) the damage to the Vehicle is not otherwise insured under this, or any other policy of insurance;</li> <li>(iv) the other vehicle was not owned by you, or registered in your name, or the name of any other person with whom you ordinarily reside, or who ordinarily resides with you; and</li> <li>(v) you agree not to take any separate action against the other driver without our consent.</li> </ul>
(g) <b>Persons Insured</b>	<p><b>We will</b> treat as though he or she were you, any person who:</p> <ul style="list-style-type: none"> <li>(i) with your consent was driving, using, or in charge of your Vehicle at the time of the accident, <b>provided that</b> he or she: <ul style="list-style-type: none"> <li>(A) is not entitled to cover under any other insurance policy; and</li> <li>(B) has not been refused motor vehicle insurance by any insurer; or</li> </ul> </li> <li>(ii) at the time of the accident was an authorised passenger in your Vehicle.</li> </ul>
(h) <b>Tool of Trade</b>	<p>If the Vehicle is used as a Tool of Trade, <b>we will pay</b> for liability caused:</p> <ul style="list-style-type: none"> <li>(i) directly by the Vehicle including liability for loss or damage to underground cables, pipes, or other services, <b>but only</b> if: <ul style="list-style-type: none"> <li>(A) prior to the commencement of work, the appropriate authority is contacted to verify the existence and location of such underground cables, pipes, or other services and a plan detailing the location of such underground cables, pipes, or other services is obtained from the relevant authority; and</li> <li>(B) you pay a total excess of \$2,000 for each claim or series of claims arising from the one event for liability arising out of or in connection with loss or damage to underground cables, pipes, or other services;</li> </ul> </li> <li>(ii) by goods being lifted, lowered, or carried by the Vehicle; or</li> <li>(iii) the falling of goods being lifted, lowered, or carried by the Vehicle.</li> </ul>

## Section 5 - Motor Vehicles (continued)

### 5.4 Additional Benefits (continued)

- (3) If you are covered under Section 5, **we will** extend your cover to include the following Additional Benefits. Unless otherwise indicated, any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits, <b>not</b> in addition to Sum Insured unless otherwise stated
(a) <b>Cross Liability</b>	<p>Where the definition of “you” or “your” comprise more than one party, if one party causes personal injury or property damage and thereby becomes legally liable to one or more of the other parties, <b>we will</b> give cover to the party which has caused the personal injury or property damage, but:</p> <ul style="list-style-type: none"> <li>(i) our Limit of Liability is not increased by this Additional Benefit; and</li> <li>(ii) this Additional Benefit is always subject to the operation of the Joint Insured provision in Section 8(5).</li> </ul>
(b) <b>Automatic Additions and Deletions</b>	<ul style="list-style-type: none"> <li>(i) <b>We will</b> cover you for any additional vehicle purchased, leased, or hired by you, up to: <ul style="list-style-type: none"> <li>(A) \$100,000;</li> <li>(B) the vehicle’s current Market Value; or</li> <li>(C) the purchase price of the vehicle;</li> </ul>                     whichever is the lesser.                 </li> <li>(ii) <b>You must:</b> <ul style="list-style-type: none"> <li>(A) notify us within 14 days of the purchase, lease, hire, or sale; and</li> <li>(B) pay any additional Premium requested by us.</li> </ul> </li> <li>(iii) <b>We will</b> allow a Premium adjustment for any Vehicle sold or disposed of during the Period of Insurance.</li> </ul>

### 5.5 Specific Exclusions

**We do not cover** you under Section 5, for the following circumstances, other than to the extent indicated.

Excluded Circumstances	
(1) <b>Alcohol or Drugs</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for loss, destruction, or damage, or the incurring of a liability at a time when the Vehicle is being driven by or is in charge of, any person: <ul style="list-style-type: none"> <li>(i) under the influence of any drug or intoxicating liquor;</li> <li>(ii) who is subsequently convicted of or issued with an infringement notice for driving under the influence of alcohol, drugs, or alcohol and drugs;</li> <li>(iii) who is subsequently convicted of or issued with an infringement notice for driving while the percentage of alcohol in the blood exceeds that permitted by the law of any State or Territory; or</li> <li>(iv) who is subsequently convicted of or issued with an infringement notice for refusing to provide or allow the taking of a sample of: <ul style="list-style-type: none"> <li>(A) breath;</li> <li>(B) blood; or</li> <li>(C) urine;</li> </ul>                     for preliminary testing or for analysis as required by the law of any State or Territory for the purpose of ascertaining the percentage of alcohol in the blood.                 </li> </ul> </li> <li>(b) <b>We will pay</b> if a person, <b>other than</b> you, was driving or in charge of the Vehicle, if you prove that you did not know, and could not reasonably have known, that the other person was so affected.</li> </ul>
(2) <b>Unroadworthy</b>	<p><b>We will not pay</b> for loss, destruction, or damage, or the incurring of a liability resulting directly or indirectly from the:</p> <ul style="list-style-type: none"> <li>(a) unroadworthy; or</li> <li>(b) unsafe;</li> </ul> <p>condition of the Vehicle if you knew, or should reasonably have known, the condition of the Vehicle at the time of the loss, destruction, damage, or the incurring of a liability.</p>

## Section 5 - Motor Vehicles (continued)

### 5.5 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<b>(3) Intentional Act</b>	<b>We will not pay</b> for loss, destruction, or damage, intentionally caused by, or a liability intentionally incurred by, you or a person acting with your express or implied consent.
<b>(4) Deliberate Exposure</b>	<b>We will not pay</b> for loss, destruction, or damage, or the incurring of a liability as a result of: <ul style="list-style-type: none"> <li>(a) a deliberate exposure to exceptional danger; or</li> <li>(b) any wilful or reckless act while you are, or any other person with your express or implied consent is, driving or in charge of the Vehicle.</li> </ul>
<b>(5) Unlawful Purpose</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability at a time when the Vehicle is being used for an unlawful purpose, by you or by a person with your express or implied consent.
<b>(6) Speed Tests</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability at a time when the Vehicle is being used in or tested in preparation for: <ul style="list-style-type: none"> <li>(a) racing or pacemaking;</li> <li>(b) a reliability, navigational, or similar trial; or</li> <li>(c) a speed, hill-climbing, or similar test;</li> </ul> by you, or by some other person with your express or implied consent.
<b>(7) Carrying, Lifting, or Towing Capacity</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability as a result of the Vehicle carrying, lifting, or towing a load greater than the designed carrying, lifting, or towing capacity of the Vehicle.</li> <li>(b) <b>We will pay</b> if a person, <b>other than</b> you, was driving or in charge of the Vehicle, if you prove that you did not know, and could not reasonably have known, that the Vehicle was carrying, lifting, or towing a load greater than its designed capacity.</li> </ul>
<b>(8) Hire Vehicle</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability at a time when the Vehicle is being used in the course of the business of carrying passengers for hire or reward, or let on hire by you as lessor, except as provided in 5.4(1)(m) Car Sharing Agreement.
<b>(9) Unlicensed Driver</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability at a time when:               <ul style="list-style-type: none"> <li>(i) you are; or</li> <li>(ii) any person with your express or implied consent is; driving the Vehicle and is not authorised under the law in force in the State or Territory in which the Vehicle is being driven, being a law with respect to the licensing of drivers of motor vehicles, to drive the Vehicle.</li> </ul> </li> <li>(b) <b>We will pay</b> if a person, <b>other than</b> you, was driving or in charge of the Vehicle, if you prove that you did not know, and could not reasonably have known, at the time your consent was given or implied, that the person was not authorised.</li> </ul>
<b>(10) Liquid Petroleum Gas</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability resulting from the use of liquid petroleum gas (LPG) as a source of fuel, <b>unless</b> there has been strict compliance with all relevant statutes and regulations with respect to such use.
<b>(11) Stock in Trade</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability at a time when the Vehicle is in the possession of a person, <b>other than</b> you, as part of that person's stock in trade.
<b>(12) Motor Trade</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability at a time when the Vehicle is being used in connection with the motor trade to tow vehicles, or in an experiment, test, trial, or demonstration.
<b>(13) Reasonable Care after Accident</b>	<b>We will not pay</b> for loss, destruction, or damage occurring as a result of you failing to take steps that are, in the circumstances, reasonable for the security of the Vehicle after loss, destruction, or damage to the Vehicle.
<b>(14) Seizure or Confiscation</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability resulting from lawful seizure, confiscation, nationalisation, or requisition of the Vehicle.

See also the General Exclusions in Section 7 which are applicable to all Sections.

## Section 5 - Motor Vehicles (continued)

### 5.6 Optional Covers

<p><b>(1) Hire costs following loss, destruction, or damage caused by Accident, Fire or Theft - Vehicles</b></p>	<p>When loss, destruction, or damage to the Vehicle is covered under Defined Event 5.2(1) of the policy:</p> <p><b>(a) We will pay</b> the reasonable cost incurred by you for hiring a replacement Vehicle, of similar make and model or carrying capacity, for loss, destruction, or damage to the Vehicle caused by accident, fire or theft for:</p> <ul style="list-style-type: none"><li><b>(i)</b> up to \$100 per day;</li><li><b>(ii)</b> for a maximum period of 14 days; and</li><li><b>(iii)</b> no more than \$1,000 in total,</li></ul> <p>until your Vehicle is repaired, or until we pay your claim if your Vehicle is a Total Loss, whichever is the shortest period of time.</p> <p><b>(b) We will pay</b> you up to \$2,000 in total for any excess you are required to pay, and the amount of security bond forfeited under a hire car agreement if:</p> <ul style="list-style-type: none"><li><b>(i)</b> we have agreed to pay the cost of the hire car; and</li><li><b>(ii)</b> the excess or security bond is payable as a result of loss or damage to the hire car or loss or damage caused by the hire car during the hire period.</li></ul> <p>The Additional Benefit 5.4(1)(i) Hire Costs following Theft does not apply if you selected this Optional Cover.</p> <p>If you have selected this Optional Cover it will be shown on your current Certificate of Insurance.</p>
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# Section 6 - Personal Accident and Illness

## 6.1 Definitions

The meaning of the following words that apply only when used in Section 6 are shown below.

Word	Meaning
“Average Weekly Earnings”	<p>(a) The average weekly amount earned the Insured Person (after deducting the average weekly expenses incurred in earning that income) over:</p> <ul style="list-style-type: none"> <li>(i) the period that the Insured Person has been continuously engaged in his or her occupation, trade, business, profession or employment; or</li> <li>(ii) over 52 weeks;</li> </ul> <p>whichever is the shortest period immediately before the date on which the Defined Event occurred.</p> <p>(b) If the Insured Person is a proprietor or partner in a 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:</p> <ul style="list-style-type: none"> <li>(i) are the ongoing expenses of the business;</li> <li>(ii) are normally paid from the gross billings attributable to the personal efforts of the Insured Person; and</li> <li>(iii) the Insured Person must continue to meet.</li> </ul>
“Capital Benefit”	The amount specified in the Certificate of Insurance as the “Capital Benefit”.
“Compensation”	The amount calculated by multiplying the percentage specified in the Defined Events in Section 6.2 by the Capital Benefit or Weekly Benefit.
“Excess Period”	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 Defined Event.
“Illness”	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 his/her normal duties of profession, business, or occupation <b>but does not include</b> an Injury.
“Injury”	Bodily injury caused by accident to the Insured Person <b>but does not include</b> any condition that is also an Illness.
“Insured Person”	A person specified in the Certificate of Insurance as a person in respect of whose Injury or Illness insurance cover is provided under Section 6.
“Weekly Benefit”	The amount specified in the Certificate of Insurance as the “Weekly Benefit”.

See also the General Definitions for the meanings of other words which are also applicable to Section 6.

## Section 6 - Personal Accident and Illness (continued)

### 6.2 Defined Events

If your Certificate of Insurance indicates that you have taken out insurance under Section 6, **we cover** you against any Defined Event listed below and 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.

**We will not pay** for Injury or Illness if any of the Specific Exclusions in Section 6.5 or the General Exclusions in Section 7 apply.

Defined Event	
<p>(1) <b>Injury</b> to the Insured Person, which must within 12 calendar months, result in his/her:</p> <ul style="list-style-type: none"> <li>(a) death;</li> <li>(b) total and irrecoverable loss of all sight in both eyes;</li> <li>(c) total and permanent loss of the use of both hands;</li> <li>(d) total and permanent loss of the use of both feet;</li> <li>(e) total and permanent loss of the use of one hand and one foot;</li> <li>(f) total and permanent disablement such that he/she cannot engage in or attend to any profession, business or occupation for the remainder of his/her life;</li> <li>(g) total and permanent loss of the use of one arm or of the greater part of one arm;</li> <li>(h) total and permanent loss of the use of one leg;</li> <li>(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;</li> <li>(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;</li> <li>(k) total and permanent loss of the use of one foot or the lower part of one leg;</li> <li>(l) total and permanent loss of hearing;</li> <li>(m) total and irrecoverable loss of all sight in one of two eyes;</li> <li>(n) total and irrecoverable loss of the lens in one of two eyes;</li> <li>(o) total and permanent loss of the use of one thumb:               <ul style="list-style-type: none"> <li>(i) both phalanges; or</li> <li>(ii) one phalanx;</li> </ul> </li> <li>(p) total and permanent loss of the use of any finger:               <ul style="list-style-type: none"> <li>(i) three phalanges;</li> <li>(ii) two phalanges; or</li> <li>(iii) one phalanx;</li> </ul> </li> <li>(q) total and permanent loss of the use of:               <ul style="list-style-type: none"> <li>(i) all toes of each foot;</li> <li>(ii) great toe - both phalanges;</li> <li>(iii) great toe - one phalanx; or</li> <li>(iv) each toe other than great toe; or</li> </ul> </li> <li>(r) total and permanent deafness of one ear.</li> </ul>	<p>)</p> <p>100% )</p> <p>100% )</p> <p>100% )</p> <p>100% )</p> <p>100% )</p> <p>100% )</p> <p>80% )</p> <p>75% )</p> <p>)</p> <p>75% ) of the</p> <p>)</p> <p>70% ) Capital</p> <p>60% )</p> <p>50% ) Benefit</p> <p>50% )</p> <p>50% )</p> <p>)</p> <p>30% )</p> <p>15% )</p> <p>)</p> <p>10% )</p> <p>8% )</p> <p>4% )</p> <p>)</p> <p>30% )</p> <p>10% )</p> <p>5% )</p> <p>4% )</p> <p>12.5% )</p>
<p>(2) <b>Injury</b> which within 12 calendar months results in:</p> <ul style="list-style-type: none"> <li>(a) total disablement of the Insured Person from engaging in or attending to his/her normal duties of profession, business, or occupation; or</li> <li>(b) partial disablement of the Insured Person from engaging in or attending to his/her normal duties of profession, business, or occupation.</li> </ul>	<p>)</p> <p>100% ) of</p> <p>) Weekly</p> <p>25% ) Benefit</p> <p>)</p>
<p>(3) <b>Illness</b> of the Insured Person.</p>	<p>100% of Weekly Benefit</p>
<p>(4) <b>Illness</b> of the Insured Person, resulting in:</p> <ul style="list-style-type: none"> <li>(a) total and incurable blindness; or</li> <li>(b) complete and permanent paralysis of any two limbs;</li> </ul> <p>such blindness or paralysis having continued for a period of 12 calendar months <b>provided that</b> the Insured Person has become entitled to Compensation for Illness under Section 6.2(3) only.</p>	<p>100% of the Illness Capital Benefit</p>

## Section 6 - Personal Accident and Illness (continued)

### 6.3 Settlement

If your claim is covered under Section 6, **we will** settle the claim on the basis set out below.

<b>Settlement Basis</b>	
<b>(1) Compensation</b>	<b>We will pay</b> you Compensation.
<b>(2) Our Limit of Liability</b>	<p><b>(a)</b> If you become entitled to Compensation for Capital Benefit under more than one Defined Event in Section 6.2(1) resulting from the same Injury, <b>we will not pay</b>:</p> <ul style="list-style-type: none"> <li><b>(i)</b> for any Defined Event if it is included in any other Defined Event for which a greater amount of Compensation is payable; or</li> <li><b>(ii)</b> in total, more than the Capital Benefit.</li> </ul> <p><b>(b) We will not pay</b> Compensation:</p> <ul style="list-style-type: none"> <li><b>(i)</b> for the same Insured Person after you received Compensation for Capital Benefits under Section 6.2(1)(a) to (n), or 6.2(4);</li> <li><b>(ii)</b> under Sections 6.2(2) and 6.2(3): <ul style="list-style-type: none"> <li><b>(A)</b> for Weekly Benefits for a total period exceeding 104 weeks, as a result of any single Injury or Illness;</li> <li><b>(B)</b> for Weekly Benefits in respect of the same period of time;</li> <li><b>(C)</b> for any amount exceeding the lesser of: <ul style="list-style-type: none"> <li><b>(I)</b> the Compensation calculated as being payable; or</li> <li><b>(II)</b> 85% of the Insured Person's Average Weekly Earnings not replaced from any other source;</li> </ul> </li> </ul> </li> <li><b>(iii)</b> for any period prior to the Insured Person receiving medical advice from a registered medical practitioner; or</li> <li><b>(iv)</b> for any Excess Period</li> </ul> <p><b>(c)</b> The Weekly Benefits in Sections 6.2(2) and 6.2(3) are in addition to the Capital Benefits in Sections 6.2(1) and 6.2(4), if selected by you and specified in the Certificate of Insurance.</p>
<b>(3) Workers' Compensation</b>	The total amount of Compensation payable for Weekly Benefits in Sections 6.2(2) and 6.2(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.

### 6.4 Additional Benefits

- (1)** If your claim for Capital Benefits is covered under Sections 6.2(1)(f) for total and permanent disablement or 6.2(4), **we will** also pay for rehabilitation costs necessarily and reasonably incurred. **You must** obtain our consent prior to any of the costs being incurred. Any amount we pay for this Additional Benefit is in addition to the Sum Insured.

<b>Additional Benefit</b>	<b>Limits to Additional Benefits</b> , in addition to the Sum Insured
<b>(a) Rehabilitation Costs</b>	<p><b>We will pay</b> up to a total of \$10,000 for each Insured Person, for the costs incurred by the Insured Person to:</p> <ul style="list-style-type: none"> <li><b>(i)</b> undergo a rehabilitation program;</li> <li><b>(ii)</b> acquire necessary equipment; or</li> <li><b>(iii)</b> modify his/her home or car;</li> </ul> <p><b>other than</b> hospital treatment or ancillary health benefits as set out in the Private Health Insurance Act 2007.</p>

## Section 6 - Personal Accident and Illness (continued)

### 6.4 Additional Benefits (continued)

- (2) If you are covered under Section 6, **we will** extend your cover to include the following Additional Benefits. Any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits, <b>not</b> in addition to the Sum Insured
(a) <b>Disappearance</b>	<p>(i) If the Insured Person disappears following the sinking, disappearance, or wrecking of the conveyance in which the Insured Person was an occupant, and the Insured Person's body is not found within one year, <b>we will</b> presume that the Insured Person has died as a result of Injury.</p> <p>(ii) If after payment of Compensation, the Insured Person is found alive, <b>you must</b> repay the Compensation to us.</p>
(b) <b>Exposure</b>	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.

### 6.5 Specific Exclusions

**We do not cover** you under Section 6 for Injury or Illness in the following circumstances, other than to the extent indicated.

Excluded Circumstances	
(1) <b>Self-inflicted Injury</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to a deliberate self-inflicted injury or suicide.
(2) <b>Venereal Disease</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by or attributable to: <ul style="list-style-type: none"> <li>(a) venereal disease; or</li> <li>(b) the contraction or complications of any sexually transmitted disease; other than syphilis technica.</li> </ul>
(3) <b>HIV or AIDS</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by or attributable to: <ul style="list-style-type: none"> <li>(a) infection with Human Immunodeficiency Virus (HIV) or variants including Auto Acquired Immune Deficiency Syndrome (AIDS);</li> <li>(b) any illness which is caused by or made more likely by the contraction of HIV or its variants; or</li> <li>(c) AIDS Related Complex (ARC).</li> </ul>
(4) <b>Hernia</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to hernia however caused, <b>except</b> where the Insured Person is insured for both Injury and Illness.
(5) <b>Alcohol or Drugs</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to the Insured Person being: <ul style="list-style-type: none"> <li>(a) under the influence of intoxicating liquor or drug, <b>other than</b> a drug taken or administered by, or in accordance with, the advice of a registered medical practitioner; or</li> <li>(b) addicted to intoxicating liquor, or drugs.</li> </ul>
(6) <b>Riot, Malicious Act, or Criminal Act</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, attributable to, or as a result of the Insured Person: <ul style="list-style-type: none"> <li>(a) taking part in a riot or civil commotion;</li> <li>(b) acting maliciously; or</li> <li>(c) taking part in any criminal activity.</li> </ul>
(7) <b>Aerial Activities</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, attributable to, or as a result of the Insured Person engaging in any form of aerial flight or aerial activities, <b>except</b> 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) <b>Sports or Motorcycling</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to the Insured Person engaging in: <ul style="list-style-type: none"> <li>(a) football of any code;</li> </ul>

## Section 6 - Personal Accident and Illness (continued)

### 6.5 Specific Exclusions (continued)

Excluded Circumstances	
(8) <b>Sports or Motorcycling (continued)</b>	<p>(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;</p> <p>(c) water skiing or riding on a floatation device being towed by a boat;</p> <p>(d) motorcycling as passenger or driver;</p> <p>(e) professional sporting activities.</p>
(9) <b>Excluded Condition</b>	<p><b>We will not pay</b> for Injury:</p> <p>(a) arising in any way from any “Excluded Condition” specified in the Certificate of Insurance;</p> <p>(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</p> <p>(c) which would not have incapacitated the Insured Person but for the “Excluded Condition”.</p>
(10) <b>Excluded Illness</b>	<p><b>We will not pay</b> for any:</p> <p>(a) pre-existing illness specified in the Certificate of Insurance as excluded; or</p> <p>(b) illness existing at, or contracted within 28 days after, the commencement of insurance under Sections 6.2(3) and 6.2(4).</p>
(11) <b>Existing Condition</b>	<b>We will not pay</b> for any pre-existing condition or illness.
(12) <b>Illness Age Limit</b>	<b>We do not cover</b> any person over 60 years of age under Sections 6.2(3) and 6.2(4).

See also the **General Exclusions in Section 7** which are applicable to all Sections.

### 6.6 Specific Conditions

If you are covered under Section 6, **you must** follow the Specific Conditions noted below otherwise we may deny or reduce our liability to pay any claim under Section 6.

Specific Conditions	
(1) <b>Medical Consultation</b>	<p>(a) Immediately following the occurrence of any Injury or Illness which may give rise to a claim under this Section 6, the Insured Person must at his/her expense consult a registered medical practitioner and follow the advice given.</p> <p>(b) You must supply, at your expense, all certificates and information required by us and in a form acceptable to us.</p> <p>(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.</p>
(2) <b>Post Mortem</b>	In the event of the death of the Insured Person, we may order a post-mortem examination at our expense.
(3) <b>Notice of Alteration to the Risk</b>	<p>(a) <b>You must</b> 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.</p> <p>(b) If after the commencement of Section 6 any Insured Person is affected by any disease or physical defect or infirmity of which you become aware, <b>you must</b> give written notice to us prior to the next renewal date detailing the circumstances of the change.</p>
(4) <b>Additional Accident and Illness Insurance</b>	You must give immediate written notice to us of any other policy of insurance which you have, or become aware of, for accident, disease, injury, or illness, effected by or on behalf of an Insured Person.

See also the **General Conditions in Section 8** that apply to all Sections.

## SECTION 7 - GENERAL EXCLUSIONS

We do not cover you under this policy in the following circumstances.

<b>Excluded Circumstances</b>	
<b>(1) Date Recognition</b>	<p><b>“Equipment”</b> means any device, equipment, machine, medium, system (whether computer or otherwise and including any embedded system), hardware, firmware, software, or any part or component of any of the foregoing (including any circuit, processor, or chip).</p> <p><b>“Date Recognition Conformity”</b> means that the:</p> <ul style="list-style-type: none"> <li>(a) performance;</li> <li>(b) operation; or</li> <li>(c) functionality;</li> </ul> <p>(including <b>but not</b> limited to the ability to create, recognise, process, calculate, manipulate, retain, deal with, or store data) is not in any way adversely affected or prejudiced by the manner in which any date or any year:</p> <ul style="list-style-type: none"> <li>(d) before;</li> <li>(e) during; or</li> <li>(f) after;</li> </ul> <p>the year 2000 is described, interpreted, or recognised (including <b>but not</b> limited to the recognition of any date as its true calendar date or any period of time as its true period of time).</p>
	<b>Exclusions</b>
	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for any claim under Section 4 directly or indirectly arising from or in any way connected with the failure or inability of any Equipment to meet Date Recognition Conformity.</li> <li>(b) (i) <b>We will not pay</b> for any claim under Section 1, directly or indirectly arising from or in any way connected with the failure or inability of any Equipment to meet Date Recognition Conformity.</li> <li>(ii) Notwithstanding the provisions of paragraph (b)(i), <b>we will pay</b> for a claim for subsequent loss, destruction, or damage under Section 1, not otherwise excluded, caused by: <ul style="list-style-type: none"> <li>(A) fire;</li> <li>(B) explosion;</li> <li>(C) escape of liquids resulting from bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus; or</li> <li>(D) impact by vehicle, aircraft, or watercraft.</li> </ul> </li> </ul>
<b>(2) Warlike Activities or Nuclear Material</b>	<p><b>We will not pay</b> for loss, destruction, damage, Injury, Illness, or the incurring of a liability directly or indirectly caused by, or contributed to, or in consequence of:</p> <ul style="list-style-type: none"> <li>(a) war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism, requisition or destruction of, or damage to property by or under the order of any government, public, or local authority or looting, sacking, or pillage following any of the above;</li> <li>(b) nuclear weapons material; or</li> <li>(c) ionising radiations, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel, or from any self sustaining process of nuclear fission.</li> </ul>
<b>(3) Consequential Loss</b>	<p><b>We will not pay</b> for any loss, destruction, damage, or liability directly or indirectly caused by or contributed to by consequential loss of any description to the Business.</p>

## SECTION 7 - GENERAL EXCLUSIONS (CONTINUED)

<b>Excluded Circumstances</b>	
<b>(4) Terrorism</b>	<p><b>We will not pay</b> for loss, destruction, damage, cost, expense, Injury, Illness or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>An “ act of terrorism ” includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <ul style="list-style-type: none"> <li>(a) involves violence against one or more persons; or</li> <li>(b) involves damage to property; or</li> <li>(c) endangers life other than that of the person committing the action; or</li> <li>(d) creates a risk to health or safety of the public or a section of the public; or</li> <li>(e) is designed to interfere with or disrupt an electronic system.</li> </ul> <p><b>We will also not pay</b> for loss, destruction, damage, cost, expense, or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.</p>
<b>(5) Electronic Data</b>	<p><b>“Electronic Data”</b> means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation, or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for such equipment.</p> <p><b>We will not pay</b> for any claim under this policy directly or indirectly arising from or in any way connected with:</p> <ul style="list-style-type: none"> <li>(a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of Electronic Data;</li> <li>(b) any error in creating, amending, entering, deleting or using Electronic Data; or</li> <li>(c) total or partial inability or failure to receive, send, access, or use Electronic Data for any time or at all;</li> </ul> <p>arising from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur, <b>other than</b> arising solely from:</p> <ul style="list-style-type: none"> <li>(d) fire;</li> <li>(e) lightning;</li> <li>(f) explosion;</li> <li>(g) earthquake, subterranean fire, or volcanic eruption;</li> <li>(h) escape of liquid as a result of bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating or water apparatus;</li> <li>(i) impact by trees, watercraft, or aircraft and other aerial devices;</li> <li>(j) impact by vehicles or animals;</li> <li>(k) storm or rainwater; or</li> <li>(l) burglary or theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing the Electronic Data.</li> </ul>
<b>(6) Fraudulent Claims</b>	<p><b>We will not pay</b> if you, or anyone acting on your behalf or with your knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. <b>Making a fraudulent claim is a criminal offence. We may report to the police any person who lodges a fraudulent claim.</b></p>

## SECTION 7 - GENERAL EXCLUSIONS (CONTINUED)

<b>Excluded Circumstances</b>	
<b>(7) Intentional Act</b>	<b>We will not pay</b> a claim if you or someone else with your knowledge deliberately caused any part of the loss, destruction, damage, or liability.
<b>(8) Bushfire/Cyclone</b>	<p><b>We will not</b> provide any cover, for a period of 48 hours from the time of the commencement of your insurance, for damage or loss caused by:</p> <ul style="list-style-type: none"> <li><b>(a)</b> bushfire or grassfire; or</li> <li><b>(b)</b> a named cyclone.</li> </ul> <p>This Exclusion does not apply, however, if this insurance commences directly after:</p> <ul style="list-style-type: none"> <li><b>(c)</b> another insurance policy covering the same property expired, without a break in cover;</li> <li><b>(d)</b> you have entered into a contract of sale to purchase the property; or</li> <li><b>(e)</b> you have entered into a contract to lease the property.</li> </ul>
<b>(9) Computer Viruses, Attacks by Hackers, Data Manipulation or Operational Errors</b>	<p><b>We will not pay</b> for loss, destruction, damage, cost, expense, injury, illness or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:</p> <ul style="list-style-type: none"> <li><b>(a)</b> Computer Viruses;</li> <li><b>(b)</b> attacks by hackers;</li> <li><b>(c)</b> data manipulation by third parties; or</li> <li><b>(d)</b> any operational errors.</li> </ul>

**See also the Specific Exclusions in each Section of this policy.**

## SECTION 8 - GENERAL CONDITIONS

The General Conditions set out below apply to all the Sections. **You must** comply with all the General Conditions otherwise **we may** be entitled to refuse to pay a claim, or to reduce the amount you are entitled to receive.

<b>General Conditions</b>	
The Specific Conditions in each Section of this policy also apply	
<b>(1) Claims Procedures</b>	<p>If something happens which gives rise or may give rise to a claim under this policy:</p> <p><b>(a) you must:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> notify us as soon as possible giving full particulars of the facts and circumstances, including loss, damage, injuries, illness, or notice of a claim against you, and details of any proceedings instituted against you;</li> <li><b>(ii)</b> take all reasonable precautions to prevent or minimise further loss, damage, or liability;</li> <li><b>(iii)</b> take all reasonable steps to recover any lost or stolen Property;</li> <li><b>(iv)</b> immediately notify the police in the event of a burglary or if any Property is stolen, lost, or maliciously damaged;</li> <li><b>(v)</b> supply us with details of any other insurances which cover or may cover the event;</li> <li><b>(vi)</b> provide all reasonable information and assistance as we may require; and</li> <li><b>(vii)</b> use your best endeavours to preserve any damaged or defective property or other property which might provide evidence in connection with any claim;</li> </ul> <p><b>(b) you must not:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> admit liability for any event, loss, damage, or injury or settle or attempt to settle or defend any claim without our written consent; or</li> <li><b>(ii)</b> alter or repair any building, appliance, plant, or thing until we have had the opportunity of an inspection, <b>unless</b> such alteration or repair is necessary for safety reasons;</li> </ul> <p><b>(c) you are not</b> entitled to abandon any Property to us;</p> <p><b>(d) we will</b> have full discretion in the conduct of any negotiations and the settlement of any claims;</p> <p><b>(e)</b> after payment for or replacement of any Property (other than a Building) lost or damaged, the Property so lost or damaged becomes ours subject to your right to reclaim it on repayment to us of the amount paid by us in respect of such Property; and</p> <p><b>(f)</b> more specific claims procedures are noted under Specific Conditions in:</p> <ul style="list-style-type: none"> <li><b>(i)</b> Broadform Liability in Section 4.6; and</li> <li><b>(ii)</b> Personal Accident and Illness in Section 6.6.</li> </ul>
<b>(2) Goods and Services Tax</b>	<p>Where payment is made under this policy for the acquisition of goods, services or other things, <b>we will</b> reduce the amount of the payment by the amount of any input tax credit that you are, or will be, entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition.</p> <p>Where payment is made under this policy as compensation instead of payment for the acquisition of goods, services or other things, <b>we will</b> 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 things.</p> <p>The Sum Insured or any amounts indicated in this policy are inclusive of Goods and Services Tax (GST).</p>
<b>(3) Alteration of Risk</b>	<p><b>(a) You must</b> immediately notify us in writing of any changes you know of which materially alter any of the facts or circumstances that existed at the commencement of this policy.</p> <p><b>(b) Until:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> we agree in writing to the terms of insurance of the altered risk; and</li> <li><b>(ii)</b> you pay any additional Premium requested by us;</li> </ul> <p><b>we will not</b> be liable for any loss, destruction, or damage caused by or attributable to such alteration.</p>

## SECTION 8 - GENERAL CONDITIONS (CONTINUED)

<b>General Conditions</b> Refer also to the Specific Conditions in each Section, of this policy	
<b>(4) Reasonable Care</b>	<p><b>You must</b> at all times take reasonable care:</p> <ul style="list-style-type: none"> <li>(a) for the safety of the Property;</li> <li>(b) to ensure that only competent employees are employed;</li> <li>(c) to maintain the Premises, structures, fittings, fixtures, furnishings, appliances, machinery, implements, plant, and Property in sound condition;</li> <li>(d) to prevent personal injury or damage to property;</li> <li>(e) to comply with all statutory obligations, bylaws, and regulations imposed by any public authority; and</li> <li>(f) to prevent personal injury or damage to property due to manufacture, sale, or supply of defective goods.</li> </ul>
<b>(5) Joint Insureds</b>	<p>Where you comprise more than one party:</p> <ul style="list-style-type: none"> <li>(a) the Proposal is deemed to have been furnished by and on behalf of all parties, and any information supplied to us, or any omission or non-disclosure in relation to any renewal or extension is likewise deemed to have been furnished, omitted, or withheld, (as the case may be) on behalf of all parties; and</li> <li>(b) if one or more of you (or persons acting on behalf of, or with the knowledge or connivance of, one or more of you) should engage in a deliberate act which results in loss, destruction, or damage to the Property, <b>we will not pay</b> any claims at all arising out of such loss, destruction, or damage, whether those claims are brought by the party or parties which engage in the deliberate act or by anyone else.</li> </ul>
<b>(6) Unoccupancy</b>	<p>Cover under this policy will be entirely suspended where the Premises are not occupied for a period in excess of <b>60 consecutive days unless</b> our written consent has been obtained before the Premises are left so unoccupied.</p>
<b>(7) Contractual Agreements</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for, or our liability may be reduced, if you enter or have entered (even before you entered into this contract of insurance) into an agreement, release, or undertaking which limits or excludes your rights of recovery against, or contribution from, a person or organisation.</li> <li>(b) <b>We will</b> reduce our liability by the same amount that the agreement, release, or undertaking has prevented you from recovering from that person or organisation.</li> </ul>
<b>(8) Named Insureds</b>	<p><b>We do not cover</b> any person who or organisation that is not named in the Certificate of Insurance or referred to in the policy document.</p>
<b>(9) Subrogation</b>	<ul style="list-style-type: none"> <li>(a) We are entitled to use your name in any proceedings to enforce for our benefit any rights, remedies, or orders in respect of any claim for:                             <ul style="list-style-type: none"> <li>(i) injury;</li> <li>(ii) damage to the Property; or</li> <li>(iii) costs or otherwise; and</li> </ul>                             subject to the provisions of any statute which may apply, we have the right of subrogation in respect of all rights which you may have against any person, company, or other body who may be legally liable to you or otherwise in respect of any such claim.                         </li> <li>(b) Any claimant under this policy must, at our request and expense, give information and assistance as may reasonably be required for enforcing any rights, remedies, obtaining relief, or indemnity from other parties to which we may be entitled or subrogated upon payment of any claims under this policy.</li> </ul>

## SECTION 8 - GENERAL CONDITIONS (CONTINUED)

<b>General Conditions</b>	
Refer also to the Specific Conditions in each Section, of this policy	
<b>(10) Cancellation</b>	<p>(a) This policy may be cancelled by:</p> <p>(i) <b>you</b> at any time notifying us in writing, in which case:</p> <p>(A) cancellation takes place when we receive the notice;</p> <p>(B) <b>we will</b> retain or be entitled to Premium for the period during which the policy has been in force based on our normal short period rates;</p> <p>or</p> <p>(ii) <b>us</b> on any grounds set out in the Insurance Contracts Act 1984, by giving you notice in writing, in which case:</p> <p>(A) cancellation takes place at the time you enter into another contract of insurance intended to replace this policy, or at 4.00pm on the 3rd day after delivery of the notice to you, whichever is earlier; and</p> <p>(B) <b>we will</b> refund the Premium paid for the unexpired Period of Insurance.</p> <p>(b) <b>You must</b> supply us with such particulars as we may require for the adjustment of the Premium following any cancellation.</p>
<b>(11) Paying by Instalments</b>	<p>(a) If you are paying us by instalments for your insurance, and one instalment of Premium remains unpaid for 14 days, we may refuse to pay a claim altogether.</p> <p>(b) Where we have not received an instalment payment:</p> <p>(i) we will send you notice in writing regarding your non-payment at least 14 calendar days before any cancellation by us for non-payment;</p> <p>(ii) if, after sending the above notice, we do not receive the instalment payment we will send you a second notice in writing, either:</p> <p>(A) prior to cancellation, informing you that your policy is being cancelled for non-payment; or</p> <p>(B) within 14 days after cancellation by us, confirming our cancellation of your policy.</p> <p>(c) If a claim requires the Sum Insured or Limit of Liability to be paid in total under any Section, then the balance of the Premium relating to that Section for the full Period of Insurance will be deducted from the amount of the claim settlement.</p>
<b>(12) Premium Adjustment</b>	<b>You must</b> furnish all information we may require for the adjustments of the Premium in accordance with the provisions of each Section.
<b>(13) Consequences of Non-Disclosure</b>	<p>If you <b>do not</b> comply with your Disclosure obligations, we may be entitled to:</p> <p>(a) reduce our liability for any claim;</p> <p>(b) cancel the contract; or</p> <p>(c) avoid the contract from its beginning, if your non-disclosure was fraudulent.</p>
<b>(14) Excess</b>	<p>(a) <b>We will deduct</b> from the amount to be paid to you the amount of Excess shown in the Certificate of Insurance or in this policy.</p> <p>(b) Any voluntary Excess and/or <b>Additional Excess</b> are <b>in addition</b> to the Basic Excess.</p> <p>(c) <b>You must</b> pay all the Excesses that apply to the claim.</p> <p>(d) <b>We will</b> apply the highest applicable Excess, or any aggregate Excess if more than one Section of the policy applies to any claim arising from the one event, unless:</p> <p>(i) The claim applies across Section 4 Broadform Liability, Section 5 Motor Vehicles and Section 6 Personal Accident &amp; Illness;</p> <p>then we will apply an Excess to each individual item as specified in the Certificate of Insurance across all applicable Sections as specified in (d)(i) above, in addition to the highest applicable Excess.</p>

## SECTION 8 - GENERAL CONDITIONS (CONTINUED)

<b>General Conditions</b>	
Refer also to the Specific Conditions in each Section, of this policy	
<b>(15) Conditions, Exclusions, and Definitions</b>	Where a Specific Condition, Exclusion, or Definition is in conflict with a General Condition, Exclusion, or Definition, the Specific Condition, Exclusion, or Definition will apply.
<b>(16) Other Insurance</b>	<b>You must</b> advise us in writing of any insurance already effected or which may subsequently be effected covering, whether in total or in part and whether absolutely or contingently, the insurance provided under this policy.
<b>(17) Disputes</b>	All disputes arising out of or under this policy will be subject to determination by any Court of competent jurisdiction in the Commonwealth of Australia.
<b>(18) Governing Legislation</b>	This policy is governed by the Insurance Contracts Act, 1984. This policy and any person's rights pursuant to this policy will be read subject to this Act as it applies at the time of any claim or exercise of any right pursuant to this policy.
<b>(19) Electronic Communication</b>	<p><b>(a)</b> It may be possible to have your policy documents sent to you electronically by e-mail. If you tell us to send your policy documents to you electronically, then we will send them to the e-mail address you give us rather than to your mailing address.</p> <p><b>(b)</b> Any policy documents we send to your e-mail address are considered to have been received by you 24 hours from when we send them. If you don't tell us to send your policy documents to you electronically, then we will send them by post to the mailing address you gave us.</p> <p><b>(c)</b> You are responsible for making sure the e-mail and mailing address we have for you are up to date.</p>

## THE GENERAL INSURANCE CODE OF PRACTICE

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

The objectives of the Code are:

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

## OUR COMMITMENT TO YOU

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

Please contact us if you would like more information about the Code.

## FINANCIAL CLAIMS SCHEME

You may be entitled to payment under the financial claims scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

## HOW TO RESOLVE A COMPLAINT OR DISPUTE

### 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.

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 the 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.

### 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 the 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.

### 3. Seek an external review

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

## GENERAL INSURANCE CODE OF PRACTICE (CONTINUED)

### OUR SERVICE COMMITMENT TO YOU

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

Please contact your nearest office if you have a complaint, including if you are not satisfied with any of the following:

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

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

Brochures outlining our internal dispute resolution process are available from your nearest office or on our website.

### AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

AFCA is independent and administers the external segment of the general insurance industry's alternative dispute resolution scheme, approved by the Australian Securities and Investments Commission.

Time limits may apply to lodge a complaint with AFCA, as such you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

## THE MOTOR VEHICLE INSURANCE AND REPAIR INDUSTRY CODE OF CONDUCT

We support the Motor Vehicle Insurance and Repair Industry Code of Conduct and are committed to continually reviewing our operations to ensure compliance.

Where we elect to repair the Vehicle through one of our suggested repairers, we may approve the use of non-mechanical reusable parts or non-genuine parts which:

- are consistent with the age and condition of the Vehicle;
- does not affect the safety or the structural integrity of the Vehicle;
- complies with the Vehicle manufacturer's specifications and applicable Australian Design Rules;
- does not adversely affect the post repair appearance of the Vehicle; and
- does not void or affect the warranty provided by the Vehicle manufacturer.

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 the life of the Vehicle and is in addition to any statutory rights and warranties they you may be entitled to. We will arrange for repairs authorised by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for the any defective repairs to be rectified, you must allow us to inspect the Vehicle. Wear and tear is not covered by this guarantee.

\*Non genuine parts are those parts not manufactured by a supplier to the original manufacturer of the Vehicle.

## 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.



The information in this booklet was prepared on 1 November 2018. The information in the PDS is current at that date. 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 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. ©2018.



## CONTACT

ENQUIRIES AND NEW BUSINESS **132 818**

CLAIMS **132 818**

HELPLINE **132 900**

REPORT INSURANCE FRAUD **1800 237 283**

**[NRMA.COM.AU/BUSINESS](https://www.nrma.com.au/business)**