

# Trades & Services Pack



**Product Disclosure Statement and Policy Document**

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Welcome and thank You for choosing TIO Trades and Services Pack Policy.

### About TIO

Territory Insurance Office (TIO) is a trading name and division of the insurer Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 which is one of Australia's largest general insurers.

### Summary of the available covers

Not everything is covered by the Policy. The following is a limited summary only and as such does not form part of the terms of Your insurance. All cover is subject to the applicable Sum Insured, Limit of Indemnity, other limits and sub-limits and terms, conditions, exclusions and limitations that are not listed in the summary. You should read the Policy carefully to fully understand the extent of cover provided.

In some circumstances:

- You must take out cover under a specific Section of the Policy in order to be eligible for any cover under the Policy; or
- You may only be eligible to take out cover under a particular Section of the Policy if You are also covered under another Section of the Policy.

These eligibility criteria are subject to change from time to time and We will advise You of any criteria that may apply at the time of Your application.

Sections	Summary of covers (This table is not to be relied on as an accurate description of cover. See relevant Section for details, relevant limits, and specific conditions and exclusions that apply)
<b>Public and Products Liability</b>	This Section covers You for amounts You become legally liable to pay as compensation for Personal Injury, Property Damage and/or Advertising Liability happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence in connection with Your Business. It also provides a number of additional payments.
<b>General Property</b>	This Section covers You for the cost of repairing or replacing the Property Insured that is accidentally Damaged during the Period of Insurance. There are two cover types available: <ul style="list-style-type: none"> <li>A) Accidental Damage; or</li> <li>B) Restricted Cover (limited to Damage caused by fire, storm, water, explosion, lightning, earthquake, subterranean fire, Flood when Property Insured is contained in a motor vehicle only, impact by vehicle or Aircraft and collision or overturning of a vehicle. It also provides a number of additional benefits.</li> </ul>
<b>Commercial Motor</b>	You can select from the following covers: <ul style="list-style-type: none"> <li>A) Comprehensive               <ul style="list-style-type: none"> <li>• Part A – Loss or Damage to Your Vehicle; and</li> <li>• Part C – Third Party Property Damage</li> </ul> </li> <li>B) Third Party, Fire and Theft               <ul style="list-style-type: none"> <li>• Part B – Fire and Theft; and</li> <li>• Part C – Third Party Property Damage</li> </ul> </li> <li>C) Third Party Property Damage only               <ul style="list-style-type: none"> <li>• Part C – Third Party Property Damage</li> </ul> </li> </ul>

# Introduction

## About this insurance

This is an important document. You should read it carefully before making a decision to purchase this insurance. It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

Preparation date: 01/08/2021.

## Our contract with You

Where We agree to enter into a Policy with the Insured it is a contract of insurance between Us and the Insured. The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- Your current Schedule issued by Us. The Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those Sections shown as covered in Your Schedule are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an Endorsement or Supplementary PDS) before You enter into the Policy or where required or permitted by law. These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

Any new or replacement Schedule We may send the Insured, detailing changes to Your insurance or the Period of Insurance, will become the current Schedule, which You should carefully read and retain.

## Understanding Your Policy and its important terms and conditions

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about each of the available cover types and benefits in the relevant Section of the Policy (the standard cover provided under each Section can be affected by the following);
- the rest of this "Introduction" section – this sets out how You apply for cover, the basis on which We insure You, the Duty of Disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;

- the "General definitions" section – this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document. Each Section may also contain definitions relevant to that Section of the Policy;
- the "General exclusions" section – this sets out the general exclusions and limits that apply to all covers and benefits;
- the "General terms and conditions" section – this sets out certain general rights and obligations that You and We have;
- all of the documents that make up the Policy, including the Schedule and any Endorsements or other written changes to the cover We issue You with before You enter into the Policy or where required or permitted by law – these contain specific details relevant to You and can affect the cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

## Applying for cover

When You apply by completing Our application process You need to provide the information We require to determine whether to issue a Policy and if so, on what terms, including (to the extent they are optional):

- the covers and benefits You want (including the property You wish to cover);
- the limits You want;
- the Period of Insurance You want;
- whether You want any third parties to be noted as having an interest;
- the Excesses that You want to contribute for certain claims;
- whether any standard terms need to be varied (this may be by way of an Endorsement).

Where We agree to issue a Policy, cover is provided on the basis:

- that You have paid or agreed to pay Us the Premium for the cover provided;
- of the verbal and/or written information provided by You which must have been given in accordance with Your Duty of Disclosure.

If You fail to comply with Your Duty of Disclosure, We may be entitled to refuse or reduce Our liability under the Policy in respect of a claim to the extent Our interests are prejudiced by Your failure to comply with Your Duty of Disclosure and/or We may cancel the Policy. If You have told Us something which is fraudulent, We also have the option of avoiding the Policy (i.e. treating it as if it never existed).

Your Duty of Disclosure and the consequences of nondisclosure, are provided under the heading "Your Duty of Disclosure".

## Cooling off period

We will refund all Premium paid for cover under the Policy, less any government taxes or duties that are non-refundable or remain payable by us if You request cancellation of the Policy within 14 days of its commencement. To do this, You must advise Us in writing. You will not receive a refund if You have made or are entitled to make a claim under the Policy.

After the cooling off period has ended, You still have cancellation rights, however We may deduct a pro rata proportion of the Premium for time on risk, plus all or part of any government taxes, levies or duties. In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured for Your Property Insured or Limit of Indemnity, no return of Premium will be made. (Refer to "General terms and conditions - 5. Cancellation rights" of the Policy on page 12 for full details).

### What is covered

Where We have entered into a Policy with You, We will insure You for:

- loss or Damage caused by one or more of the covered insured events; and
- the other covered benefits, as set out in the Policy occurring during the Period of Insurance.

Other persons may be entitled to cover, but only if specified as so entitled and limited only to the extent and interest specified.

### Some words have special meanings

Certain words used in the Policy have special meanings. The "General definitions" section of this document on pages 8 to 9 contains such terms. In some cases, certain words may be given a special meaning in a particular Section of the Policy when used or in the other documents making up the Policy.

### GST Notice

The Policy has a GST provision in relation to Premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read carefully. Seek professional advice if You have any queries about GST and Your insurance.

### Sums Insured

All monetary limits in the Policy may be adjusted for GST in some circumstances (see below).

### Claim settlements - Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

#### Acquisition of goods, services or repairs

Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under the Policy) We will pay the GST amount.

We will pay the GST amount in addition to the Sum Insured or Limit of Indemnity or other limits shown in the Policy or in the Schedule (unless We state GST is included in Sum Insured or Limit of Indemnity).

If Your Sum Insured or Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.

### Payment as compensation

Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

### Disclosure - Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your Premium. If You fail to disclose or You understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

### Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment to the extent We are prejudiced by Your non-compliance and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

### How to make a claim

If You need to make a claim under the Policy, please refer to "Claims procedure and conditions" from page 11.

### How We settle claims - General Property Section

Where We agree to reinstate or replace Damaged property, We will replace Your property with new goods or repair it using new materials. If You ask for a cash settlement instead, We will deduct an amount for wear, tear and depreciation. This amount depends on the age of the Damaged item and the expected useful life.

More details around how We settle claims are provided in this document under the Basis of Settlement sections within Section.

## How We calculate Your Premium

The amount of Your Premium is determined by taking a number of different matters into account. You can seek a quote at any time.

It is important for You to know in particular that the Premium varies depending on the information We receive from You about the risk to be covered by Us. The higher the risk is (e.g. high claims experience), the higher the Premium will be. Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the Premium.

We calculate Your Premium on the basis of information that We receive from You when You apply for the insurance.

Some factors impacting Premiums include:

- Your nominated Sum Insured/Limit of Indemnity;
- where Your Business is situated;
- the nature of Your Business;
- any additional Excess You nominate to pay above Our basic Excess. This means that when You purchase a Policy You may elect to take a higher Excess in the event of a claim, which will reduce the cost of Your Premium. If You are interested in this, You should ask Your intermediary or Us to supply You with quotes based on differing amounts of Excesses.

Your Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, and GST) in relation to Your Policy. These amounts will be set out separately on Your Schedule as part of the total Premium payable.

In cases where We are required to pay an estimated amount based on criteria set by the Government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your Premium because of this. You can ask Us for more details if You wish.

Minimum premiums prior to charges may apply. In some cases, discounts may apply if You meet certain criteria We set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the Premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

When You apply for this insurance, You will be advised of the total Premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy in accordance with the process set out in "5. Cancellation rights" under the "General terms and conditions" section. If You fail to pay We may reduce any claim payment by the amount of Premium owing and/or cancel the Policy. Special rights and obligations apply to instalment Premium payments as set out below.

## Paying Your Premium

You must pay Your Premium by the due date. If We do not receive Your Premium by this date or Your payment is dishonoured, We may be entitled to cancel the Policy in accordance with the process set out in "5. Cancellation rights" under the "General terms and conditions" section.

### Premium payment by direct debit

You may have chosen to pay the Premium for this insurance by direct debit from a financial institution holding Your account. If You choose this option, the financial institution may dishonour the direct debit payment due to lack of funds in Your account. If this occurs, We will charge You for any direct and indirect costs which We incur arising from the payment being dishonoured.

### Instalment premiums

If You pay Your Premium by instalments refer to the "General terms and conditions" section for important details on Your and Our rights and obligations.

In some cases a service fee will apply where You select to pay Your Premium by instalments. We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in the Schedule We issue to You.

If You pay Your Premium by way of instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your Policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effective 14 days from the date on this notice.

### Renewal procedure

Before Your Policy expires We will advise You whether We intend to offer renewal and if so on what terms.

This document also applies for any offer of renewal We may make, unless We tell You otherwise.

It is important that You check the terms of any renewal offer before renewing to satisfy Yourself that the details are correct. In particular, check the Sum Insured amounts and Excess(es) applicable and to ensure the levels of cover are appropriate for You.

Please note that You need to comply with Your Duty of Disclosure before each renewal (see below).

Each renewal is a separate Policy, not an extension of the prior Policy.

### Automatic Renewal

Where You pay Your Premium by instalments, or have otherwise authorised Us to deduct Your Premium by direct debit to Your nominated account/credit card, We will send You a renewal notice at least 14 days prior to the expiry of the Policy advising if We are prepared to offer renewal, and on what terms and whether We will automatically renew the Policy or not.

Where You receive a renewal offer, You must tell Us if the information contained in it is incorrect or incomplete and You must comply with Your 'Duty of Disclosure'. If You do not We may reduce or refuse to pay a claim or cancel the renewed policy.

If nothing needs to be disclosed and You are happy with the renewal offer terms and conditions, You do not have to do anything as We will automatically renew based on those terms and conditions and deduct/charge the new renewal Premium from Your nominated account/credit card, unless You tell Us not to.

Should You not wish to take up the automatic renewal offer You must contact Us prior to the renewal to advise Us.

### Your Duty of Disclosure

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

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the contract. This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

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

### Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both.

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

### Privacy Notice

At TIO, We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

### How We Collect Your Personal Information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### Why We Collect Your Personal Information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; make offers of products and services provided by Us, Our related companies, brokers, intermediaries, business partners and others that We have an association with that may interest You; and conduct market or customer research to

determine those products or services that may suit You. You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling TIO on 131 846 ACST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at [www.tiofi.com.au](http://www.tiofi.com.au).

If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.

### Who We Disclose Your Personal Information To

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

### Access to Your Personal Information and Complaints

You may ask for access to the personal information We hold about You and seek correction by calling 131 846 ACST 8am–6pm, Monday to Friday. Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988 (Cth)* and how We deal with complaints.

Our Privacy Policy is available at [www.tiofi.com.au](http://www.tiofi.com.au).

### Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

### Your consent

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

# Introduction

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>.

## Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You we will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority  
Online: [www.afca.org.au](http://www.afca.org.au)  
Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of our procedures, using our contact details on the back cover.

## Agency arrangements and agent's remuneration

If Your Policy has been issued through Our agent, or a broker who is acting under a binder agreement with Us, then they are acting as Our agent and not as Your agent. If Your Policy has been issued by a broker, other than a broker acting under an agency/binder arrangement with Us, then the broker is acting as Your agent.

When the Policy has been arranged through an intermediary, remuneration (such as commission) is payable by Us to them for arranging the insurance. You can ask them or Us for more information.

## Financial Claims Scheme

In the unlikely event We were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## Terrorism Insurance Act

We have determined that the Policy (or part of it) is a Policy to which the Terrorism Insurance Act 2003 applies.

We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the legislation) is reflected in the Premium charged to You. As with any other part of the Premium, it is subject to government taxes and charges such as GST, Stamp Duty and where applicable, Fire Service Levy.

For further information contact TIO or Your intermediary.

## Product Disclosure Statement

The Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of the Policy document relevant to cover provided to You as a retail client and any other documents which We tell You are included before You enter the Policy or where required or permitted by law, make up the PDS for the purposes of the Act.

## Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by contacting Us using Our details on the back cover of this PDS).

Other documents may form part of the PDS and the Policy, for example Schedules, Supplementary PDSs and/or Endorsements. If they do We will tell You before You enter into the Policy and in the relevant document.

## Further information and confirmation of transactions

If You require further information about this insurance or wish to confirm a transaction, please contact Us.



The following definitions shall apply to the words used in Your Policy.

**Act of Terrorism** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto,

and which:

- a. involves violence against one or more persons; or
- b. involves Damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

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

**Australia** means the Commonwealth of Australia and all of its States and Territories including all external Territories.

**Basis of Settlement** means the method by which a claim is met. This will be the method as stated in the appropriate Section.

**Business** means Your business, occupation, trade or profession shown in the Schedule.

**Consequential Loss** means loss of use, loss or earning capacity and any other consequential financial loss of any kind including an increase in costs and expenses caused directly or indirectly or resulting from:

- a. delay or interruption of the Business;
- b. lack of power, light, heat, steam or refrigeration; or
- c. any other indirect result or consequence of a breakdown.

**Damage(d)** means any physical loss of, destruction of or damage to the Property Insured so as to lessen its value or any physical loss.

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

**Endorsement** means an individual clause that We give You that attaches to and forms part of Your Schedule. An Endorsement varies the terms and conditions of Your Policy.

**Excess** means either the amount of money specified in the Schedule or otherwise stated in the Policy for each applicable Section that You will need to contribute to all claims arising out of one event, or the period of time specified in the Schedule or otherwise stated in the Policy for which no payment will be made by Us.

**Family** means:

- Your spouse or de facto spouse, and
- Your children or the children of Your spouse or de facto spouse, who ordinarily live with You. A “de facto spouse” means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

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

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal or a dam.

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

**Insured** means the person(s) shown as the Insured on the Schedule.

**Limit of Indemnity** means the amount(s) stated in the Schedule as the Limit of Indemnity or any lesser limit shown in the Schedule or this document. The Limit of Indemnity is inclusive of and not additional to any applicable Excess.

**Office Contents** means all contents such as furniture, stationery, computers and communications equipment (excluding mobile phones) used in Your Business, as stated in the Schedule, whilst at Your domestic residence or Situation shown in the Schedule as Specified Item.

**Period of Insurance** means the Period of Insurance shown in the Schedule or any subsequent period for which We have agreed to renew or extend the cover. Any subsequent period is a separate period to any prior period.

**Policy** means this Product Disclosure Statement (PDS), the Schedule and any other documents We agree with You that form part of the terms and conditions of Our contract with You (such as a Supplementary PDS or any special conditions or Endorsements issued to You in written form).

**Premium** means the amount(s) shown in the Schedule that You have to pay inclusive of all charges for the cover We provide.

**Property Insured** means Office Contents, Stock and Tools of Trade limited to the Sum Insured stated in the Schedule.

**Proposal** means the application for insurance completed by You or on Your behalf by which You provided the information upon which We relied to enter into the Policy.

**Schedule** means the schedule document that We give You that attaches to and forms part of Your Policy.

**Section** means the individual coverage that We give You that attaches to and forms part of Your Policy when this is shown in the Schedule, for example General Property Section.

## General Definitions

**Situation** means the situation(s) stated in the Schedule.

**Stock** means:

- a. stock in trade, merchandise or raw materials, including the value of work done, containers and packaging materials;
- b. customers' goods being goods and/or merchandise and other items held in trust or on commission for which You are liable;  
or
- c. materials owned by You and stored at Your Situation, at contract sites or during transit.

as stated in the Schedule.

**Sum Insured** means the Sum Insured shown in the Schedule.

**Tools of Trade** means the those implements or appliances used, all belonging to You or for which You are liable, in the Business at work sites for the purpose of the Business or located at the Situation specified in the Schedule, other than construction plant, vehicles or trailers.

**We, Us, Our** and **TIO** means Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850 trading as Territory Insurance Office (TIO).

**You, Your, Yours** and **Yourself** means either:

- a. the Insured;
- b. all subsidiary companies, organisations and entities domiciled in Australia in which the Insured named in the Schedule has a controlling interest but only to the extent that each of them is engaged in carrying on the Business or activities which are substantially of the same kind or related to that Business. For the purpose of this definition, a controlling interest shall, in the case of a company, mean the beneficial ownership of shares carrying more than 50% of votes capable of being cast.

## 1. War, nuclear, lawful seizure, wilful acts and territorial limits

The Policy does not cover loss, destruction, liability, or Damage directly or indirectly:

### a. War

caused by, contributed to by or arising from any war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion or act of foreign enemy;

### b. Radioactive Contamination and Nuclear Weapons

caused by or contributed to by or arising from:

- i. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii. any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### c. Lawful seizure

caused by, contributed to by or arising from the lawful seizure, detention, confiscation, nationalisation or requisition of the Property Insured;

### d. Wilful acts

caused by, contributed to by or arising from any:

- i. dishonest, fraudulent, criminal or malicious act;
- ii. wilful breach of any statute, contract or duty; or
- iii. conduct intended to cause loss or Damage or with reckless disregard for the consequences;

carried out by You or any person acting with Your knowledge, consent or connivance,

### e. Territorial limits

occurring outside Australia except as specifically stated otherwise in the appropriate Section.

## 2. Consequential Loss

Except as specifically provided otherwise, the Policy does not cover:

- i. Consequential Loss of any kind;
- ii. legal liability to pay compensation or damages;
- iii. Damage caused by, contributed to by or arising from faults or defects known to You or any employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time the Policy was entered into.

## 3. Computer technology

The Policy does not cover any Damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic).

## 4. Terrorism

Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, the Policy excludes and does not cover death, injury, illness, loss, Damage, cost or expense, directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with, any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss, Damage, cost or expense.

The Policy also excludes and does not cover death, injury, illness, loss, Damage, cost or expense, 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.

This exclusion will not apply to the General Property Section. This exclusion will apply to the other Sections of the Policy.

## 5. Acquisition of Companies

The Policy does not cover loss, destruction, liability or Damage directly or indirectly, caused by, contributed to by or arising from:

- a. any company or other legal entity acquired by You during the Period of Insurance; or
- b. any property or liability associated with such company or any other legal entity or business undertaking or operation, except as stated below.

Provided that We have been notified in writing within 60 days of any acquisition, and the business is of a similar Business to that stated in the Schedule, We will agree to provide cover subject to Your acceptance of Our terms and undertaking to pay the additional Premium We may require. Our liability shall not exceed the Limit of Indemnity, Sum Insured or any sub-limit of liability applicable under the relevant Sections making up Your Policy for the Property Insured.

## 6. Aggravated, Punitive or Exemplary Damages, Fines or Penalties

Your Policy does not cover any fines, penalties, exemplary, punitive, liquidated or aggravated damages and/or additional damages resulting from the multiplication of compensatory damages.

## 7. Communicable Diseases

- a. We shall have no liability under this Policy in respect of any claims or costs arising out of any actual or alleged loss, liability, Damage, compensation, loss of use, loss of profit, injury, sickness, disease, death, medical payment, defence cost, inquest cost, accident enquiry, cost, expense or any other amount incurred either directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or the actual or alleged transmission of a Communicable Disease.
- b. As used herein, Communicable Disease shall mean:
  - i. Any disease infectious in humans forming part of the Listed Human Diseases under, or is the subject of a Human Biosecurity Emergency under, the *Biosecurity Act 2015 (Cth)* and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the *Biosecurity Act 2015 (Cth)* in whole or part, whether or not such declaration has taken place before or after inception of this Policy; or
  - ii. Any pandemic or epidemic, as declared as such by the World Health Organisation.

# Claims procedure and conditions

## 1. Claims procedure

In order to be sure that You are covered under this Policy You should always contact Us for approval before you incur costs you wish to claim. If You do not, we will pay for costs incurred up to the amount We would have authorised had You asked us first.

- a. As soon as reasonably possible after You become aware of anything happening which may result in a claim under the Policy You must take reasonable steps to, at Your own expense (unless the expense is covered under 2. Claims preparation expenses below):
  - i. inform the police as soon as reasonably possible of any malicious Damage, theft, attempted theft or loss of property;
  - ii. advise Us as soon as possible, telling Us how the loss, Damage or liability occurred;
  - iii. take all reasonable action to recover lost or stolen property and minimise the claim;
  - iv. as far as reasonably possible preserve any products, appliances, plant or other items which might prove necessary or useful as evidence until We have had an opportunity for inspection;
  - v. give Us all the information, proof and assistance We may reasonably require to prosecute, defend or settle Your claim including details of any other insurance effected by You or on Your behalf;
  - vi. as soon as is reasonably practicable after the loss or Damage (or any further time which We may allow in writing) deliver to Us a written claim containing as detailed an account as is reasonably practicable of the circumstances surrounding the loss or Damage and the amount claimed. If We ask You to provide Us with a Statutory Declaration You must provide it;
  - vii. as soon as reasonably possible send Us any claim, writ, summons, or full details of other relevant legal or other proceedings such as an impending prosecution or inquest You receive or become aware of; and
  - viii. at all times give Us all the information and assistance We may reasonably require.

If You do not do any of the above as soon as reasonably possible, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

- b. You SHOULD NOT:
  1. admit liability for, or offer, or agree to settle any claim without Our prior written consent. If You do, We may reduce or refuse Your claim to the extent We are prejudiced; or
  2. authorise the repair or replacement of anything without Our prior written consent unless for safety reasons or to minimise or prevent further imminent loss, Damage or liability.
- c. After You have advised Us of any loss or Damage as set out in this condition:
  1. You must comply with all the terms of the Policy including the general conditions and claims conditions. We may reduce or refuse Your claim to the extent We are prejudiced by Your noncompliance;
  2. We have the right to recover from any person against whom You may be able to claim any money paid by Us. We will have full discretion in the conduct, settlement or defence of any claim in Your name. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to. The amount recovered will be applied in accordance with the General terms and conditions – 2. Allocation of subrogation proceedings;

3. We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to; and
  4. We may pay You the Sum Insured or Limit of Indemnity or other sub-limit under the applicable Section or any lesser amount for which a claim or claims under that Section may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We agreed to pay.
- d. Payment of unpaid Premium following a total loss claim  
If We accept Your claim and pay You the Sum Insured or Limit of Indemnity for Your Property Insured as a total loss claim:
    1. the amount of any unpaid Premium for the Period of Insurance will be deducted from the amount payable to You; or
    2. if We replace or rebuild the Property Insured, You must pay Us the balance of any unpaid Premium or instalments for the Period of Insurance.
  - e. If You recover or find any lost or stolen Property Insured for which We have paid a claim, You must:
    1. tell Us as soon as reasonably possible; and
    2. give Us the recovered or found Property Insured if We request You to do so.
  - f. If You advise Us of loss or Damage to Property Insured, as set out in this condition:
    1. We may, or anybody We appoint may, for reasonable purposes and in any reasonable manner:
      - i. enter, take or keep possession of the buildings where destruction or Damage has happened;
      - ii. take or keep possession of the Property Insured for the purposes of Our investigations; and
      - iii. if We accept liability for the loss, sell such Property Insured or dispose of it in a reasonable manner; but, You are not entitled to abandon such buildings or Property Insured to Us. If We enter, take or keep possession of the buildings or the Property Insured it will not be an admission of liability nor will it affect any of Your obligations under the Policy;
    2. if We elect or become bound to reinstate or replace any Property Insured, You must at Your own expense produce and give Us all such plans, documents, books and information as We may reasonably require; and
    3. where We are not able to reinstate exactly or completely, (for example, if exact materials are no longer manufactured), We will reinstate in a reasonable manner, up to the Sum Insured or Limit of Indemnity or other sub-limit specified in the Schedule or the Policy.

## 2. Claims preparation expenses

We will pay for costs necessarily and reasonably incurred for the preparation of a valid claim under the Policy. The most We will pay is \$25,000 or 25% of the claim amount otherwise payable, whichever is lesser.

## 1. Actions of parties other than You

The acts or omissions of:

- a. a tenant of Yours; or
- b. the owner of, or another tenant in, the building; which breach any provision of the Policy will not affect Your entitlement to cover provided that:
  - the act or omission was committed without Your prior knowledge or complicity; and
  - You notify Us of the happening or existence of the act or omission as soon as reasonably possible You become aware of it, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and
  - You pay any reasonable extra Premium which We may require in order to maintain cover that We may agree to provide for the increased risk as a result of the act or omission.

## 2. Allocation of subrogation proceedings

Notwithstanding Section 67 of the Insurance Contracts Act 1984 (Cth), monies recovered in subrogation proceedings will be applied, net of the expense of such recovery:

- a. firstly to You to the extent of Your uninsured loss in respect of a claim paid under a Section of the Policy, (disregarding the amount of any Excess applicable);
- b. secondly to Us in reimbursement of the amount paid to You in respect of that claim under that Section and Our legal expenses incurred in the recovery; and
- c. thirdly to You in satisfaction of any Excess amount applicable.

Any other monies remaining after these allocations will be retained by Us.

Nothing in this condition shall prevent You and Us entering into a Subrogation Agreement following a loss agreeing to a different basis of sharing costs and expenses and the allocation of monies recovered.

## 3. Alteration to Risk

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of Your Business, or other circumstances that affect the Situation or Property Insured) in a way that would increase the risk of loss or Damage You must notify Us in writing. If We agree to the change We will do so in writing and propose any additional Premium We require in order to cover the change. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered premium, or We are no longer prepared to insure You because there has been a material change to the risk.

## 4. Bankruptcy or Insolvency

In the event that You should become bankrupt or insolvent, We shall not be relieved thereby of the payment of any claims under any Section because of such bankruptcy or insolvency. In case of execution against You of any final judgment covered by the Policy being returned unsatisfied by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against Us in the same manner, and to the same extent as You but not in excess of the relevant Sum Insured or Limit of Indemnity or other sub-limit applicable under the relevant Section(s) making up Your Policy.

## 5. Cancellation rights

- a. In addition to the Cooling off period detailed earlier, the Insured may cancel and return the Policy at any time by telephoning Us;
- b. We have the right to cancel the Policy where permitted by law. For example, We may cancel:
  - if You failed to comply with Your Duty of Disclosure; or
  - where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
  - where You have failed to comply with a provision of the Policy, including the term relating to payment of Premium; or
  - where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You,

and We may do so by giving You at least three business days' notice in writing of the date from which the Policy will be cancelled.

- c. Subject to d., if You or We cancel the Policy We may deduct a pro rata proportion of the Premium for time on risk plus all or part of any government taxes, levies or duties.
- d. In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured for Your Property Insured or Limit of Indemnity, no return of Premium will be made.

## 6. Changing Your Policy

If You want to make a change to the Policy, the change becomes effective when:

- a. We agree to it; and
- b. We give You a new Schedule detailing the change, provided You pay or agree to pay any additional Premium We may require.

## 7. Fraudulent Claims

If You or any party covered by Your Policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

## 8. Governing Law and Jurisdiction

The Policy is governed by the laws of Australia. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the Policy was issued.

## 9. Interests of Other Parties

The insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the Property Insured and who are specifically noted in Your records, shall be automatically included to the limited extent of their insurable interest only as provided under s49 of the Insurance Contracts Act without notification or specification. The nature and extent of such interest is to be disclosed to Us in the event of any claim covered by the Policy. Any other people not in this category or not named on the Schedule are not covered and cannot make a claim except to the extent permitted by law.

# General terms and conditions

Where the separate interests of more than one party in the Property Insured are insured under the Policy, any act or neglect of one party will not prejudice the rights of the remaining party or parties provided that the remaining parties are entirely innocent of and have no prior knowledge of any such act or neglect and shall, within a reasonable time after becoming aware of any act or neglect whereby the risk of Damage or destruction has increased, give notice in writing to Us and shall pay such reasonable additional Premium as We may require in order to maintain cover for the increased risk that we may agree to provide as a result of the act or omission.

You cannot transfer the Policy into someone else's name without Our written consent. We will not unreasonably withhold Our consent.

All persons (including third party beneficiaries) entitled to claim under the Policy are bound by and comply with the terms and conditions of the Policy.

## 10. Non-imputation

Where this insurance is arranged in joint names, it is hereby declared and agreed that:

- a. each party consisting of You shall be covered as if it made its own Proposal for this insurance;
- b. any declaration, statement or representation made in any Proposal shall be construed as a separate declaration, statement or representation by each party consisting of You;
- c. any knowledge possessed by any party consisting of You shall not be imputed to the other.

However, the above does not have the effect of applying the Sum Insured, Limit of Indemnity and sub-limits of liability individually to each such insured.

## 11. Non-payment of Premium by instalments – right to refuse a claim

Where You pay Your Premium by instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your Policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effective 14 days from the date on this notice.

## 12. Authorisation and Notifications

By acceptance of the Policy, the Insured agrees to act on behalf of You as well as itself with respect to the giving and receiving of notice of claim or cancellation, the payment of Premiums and the receiving of any return Premium due under the Policy, the negotiation, agreement to and acceptance of Endorsements, and the giving and receiving of any notice provided in the Policy, and You agree that the Insured shall act on Your behalf.

Neither We nor the Insured hold anything on trust for, or for the benefit or on behalf of You under this insurance arrangement. The Insured does not:

- act on behalf of Us or an eligible persons in relation to the insurance;
- and is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- receive any remuneration or other benefits from Us.

Any person who may be insured under the Policy should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us or the Insured that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

We will send all notices in relation to the Policy to:

- a. the Insured's nominated insurance intermediary until We received written notice to the contrary from the Insured; or
- b. if there is no nominated intermediary, the Insured, acting on the behalf of You.

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

- a. if it is delivered to the Insured or their agent personally; or
- b. if it is delivered or sent to the Insured's address or the Insured's Agent's address last known to Us.

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

## 13. Other Insurance and Contribution

When a claim is made under the Policy that may also be recoverable under another policy or policies, You agree to provide Us with details of such policies that may pay or partially pay that claim, so that We may seek contribution.

## 14. Payment of Excess

You must pay the Excess amount as a contribution to Your claim and in accordance with the terms and conditions applicable to that Section. Limits and sub-limits of liability and Sums Insured shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.

If We settle your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution.

## 15. Progress Payments

If We have agreed that a claim is covered by Your Policy, We will make reasonable progress payments.

## 16. Reasonable care and maintenance

You must take all reasonable care:

- a. to prevent loss, Damage or legal liability;
- b. to maintain the Property Insured in sound condition, in particular to minimise or avoid theft, loss, Damage or liability;
- c. to comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements;
- d. to minimise any loss or Damage; and
- e. to only employ competent employees and ensure they adhere to the requirements specified in a. – d. above.

## 17. Single Occurrence

We will not pay for loss or Damage to Property Insured covered by the Policy under more than one Section of the Policy.

## 18. Waiver of subrogation rights

We will not be liable to pay any benefits under the Policy for loss, Damage or liability if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss, Damage or liability, to the extent that Your loss would have been recoverable from that person but for the agreement.

However:

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

# Public and Products Liability Section

## The cover

This Section insures all amounts which You or any Insured Person become legally liable to pay as compensation for Personal Injury, Property Damage and/or Advertising Liability happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence in connection with Your Business.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

## Definitions applicable to this Section

The following definitions shall apply to the words used in this Section.

**Advertising Liability** means:

- a. any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Cth) or Schedule 2 to the Competition and Consumer Act 2010 (the Australian Consumer Law) or any Fair Trading or similar legislation of any Country, State or Territory;
- b. infringement of copyright or passing off of a title or slogan;
- c. unfair competition, piracy or idea misappropriation contrary to an implied contract; or
- d. invasion of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast arising out of any advertising activities conducted by or on behalf of You, in the course of advertising Your Products.

**Business** for the purpose of this Section only, means all activities and operations of Your Business shown in the Schedule and shall also include:

- a. ownership or occupation of premises by You;
- b. participation in exhibitions;
- c. construction, erection, demolition, alteration and addition, not exceeding in cost the sum of \$500,000, to buildings owned by You;
- d. the provision and management of social and sports clubs primarily for the benefit of Your employees, first aid, fire and ambulance services;
- e. private work undertaken by any employee of Yours, for any of Your directors or senior executives;
- f. hire or loan of plant, equipment or goods to other parties;
- g. the erection, use and/or maintenance by You or on Your behalf of advertising and directional signs, their frames, supports and appurtenances.

**Employment Practices Breach** means any employment-related:

- a. discrimination on any ground including but not limited to sex, age, religion, disability, race, colour, sexual orientation, marital status or pregnancy;
- b. wrongful dismissal, discharge or termination of employment;

- c. workplace or sexual harassment;
- d. oral or written publication of material that slanders or libels an employee or violates or invades an employee's right of privacy;
- e. breach of any oral, written or implied employment contract or misrepresentations as to terms of employment;
- f. wrongful refusal to employ; or
- g. demotion, failure to promote, deprivation of career opportunity, refusal of tenure, unfair evaluation or disciplinary action, in respect of an employee of You.

**Excess** means the amount You must pay as a contribution to each Occurrence. The Excess applies to all amounts payable under this Section including the indemnity provided under additional payments.

If We settle a claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution.

**Incidental Contract** means:

- a. any written agreement for the lease and/or hire of real and personal property which does not impose upon You as lessee or hirer an obligation to insure such property;
- b. any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work performed by You or on Your behalf for such authorities or entities; or
- c. any written contract with any railway authority for the loading, unloading and/or transport of Products, including contracts relating to the operation of railway sidings.

**Insured Person** means:

- a. any:
  - i. director, executive officer, employee or partner of You, but only while acting within the scope of their duties in such capacity; and
  - ii. shareholder of a company referred to in You, but only while acting within the scope of their capacity as shareholders of such company;
- b. any principal in respect of the liability of such principal arising out of the performance by You, of any contract or agreement for the performance of work for such principal but only to the extent required by such contract or agreement, and limited always to the extent of cover and Limit of Indemnity provided in this Section;
- c. any office bearer or member of a social and/ or sporting club primarily for the benefit of Your employees, first aid, fire or ambulance service formed with the consent of any of the parties in You or a. above and only in respect of claims arising from their duties connected with the activities of any such club, canteen, organisation or service as part of Your Business; or



- d. any other person named as an Insured Person in the Schedule but only in respect of that Insured Person's liability that solely and directly results from an act or omission of You (as defined in this Section), or any Insured Person listed under a. above, that is in connection with the Business.

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

**North America** means:

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

**Occurrence** means an event or series of events including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury or Property Damage or Advertising Liability neither expected nor intended from Your or Insured Persons standpoint (as applicable).

All Personal Injury or Property Damage consequent on or attributable to one source or original cause or to the same general conditions shall be deemed to be one Occurrence.

With respect to Advertising Liability all damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants shall be deemed to arise out of one Occurrence.

**Personal Injury** means:

- a. bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of consortium;
- b. false arrest, false detention, wrongful imprisonment, malicious prosecution or malicious humiliation;
- c. discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by You or an Insured Person or at Your or an Insured Person's direction;
- d. wrongful entry or wrongful eviction or other invasion of privacy;
- e. defamation, libel and slander; or
- f. assault and/or battery.

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

**Products** means anything (after it has ceased to be in Your possession or under Your control) which is or is deemed to have been manufactured, grown, extracted, produced, processed, imported, exported, constructed, assembled, erected, installed, repaired, serviced, renovated, treated, sold, supplied or distributed by You or on Your behalf (including Your predecessors

in Your Business) including labels, packaging or any container thereof the design, specification or formula of the products and directions, instructions or advice given or omitted to be given in connection with such products and anything which by law or otherwise You are deemed to have manufactured in the course of Your Business including discontinued products.

**Property Damage** means:

- a. physical injury to or loss of or destruction of tangible property including loss of use of that property at any time resulting therefrom; or
- b. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by physical Damage to or destruction of other tangible property.

**Public Liability** means Your legal liability covered by the Policy, but not arising out of Your Products.

**Territorial Limits** means:

- a. anywhere within Australia or its external territories;
- b. elsewhere in the world but only in respect of:
  - i. travelling executives or salespeople who are normally resident in Australia and who neither undertake manual work nor supervise manual work of any kind; or
  - ii. Your Products exported to anywhere in the world except Your Products exported to North America with the knowledge of You, Your agents or employees.

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

**You, Your, Yours** means:

- a. the Insured shown in the Schedule;
- b. any subsidiary companies of a. above, existing at the commencement date of the Period of Insurance as shown in the Schedule, whose place of incorporation is within Australia or its external territories;
- c. any:
  - i. company acquired by, and whose operations are controlled and managed by a. or b. above during the Period of Insurance as a result of consolidation, merger or purchase; or
  - ii. any subsidiary company that is incorporated by a. or b. above, during the Period of Insurance.

Provided that:

- i. any such acquisition or incorporation is notified to Us within 90 days thereof;
- ii. the newly acquired or incorporated company conducts the same type of business as Your Business; and
- iii. the newly acquired or incorporated company is incorporated within Australia.

# Public and Products Liability Section

## Limit of Indemnity applicable to this Section

Our liability to pay compensation for Personal Injury, Property Damage or Advertising Liability as a result of an Occurrence shall not exceed the Public Liability Limit of Indemnity stated in the Schedule.

Our total aggregate liability to pay compensation in respect of or in any way related to Your Products during any one Period of Insurance shall not exceed the Products Liability Limit of Indemnity stated in the Schedule.

## Additional payments applicable to this Section

In addition to the Limits of Indemnity stated in the Schedule We will pay as additional payments all:

- a. reasonable legal costs and expenses (including the costs of representation at any coronial hearing or other official investigation into the circumstances) incurred by You or an Insured Person with Our written consent in the defence of any claim;
- b. amounts payable for:
  - i. bonds to release attachments for amounts not exceeding the applicable Limit of Indemnity, but We shall have no obligation to apply for or furnish any such bond;
  - ii. appeal bonds and/or security for costs required in any suit, but We shall have no obligation to apply for or furnish such bonds and/or security for costs;
- c. expenses incurred by You or the Insured Person for first aid to others, other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973 (Cth) or any other applicable legislation;
- d. reasonable expenses incurred by You for the temporary repair or shoring up or preservation of property which has been Damaged;
- e. interest accruing after entry of judgment against You until We have paid, tendered or deposited in court such part of the judgment as does not exceed the Limit of Indemnity;

resulting from an Occurrence which is covered by this Section, provided that:

- a. if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim, Our liability to pay any additional payments shall be limited to that proportion of those amounts as the Limit of Indemnity bears to the amount required to dispose of the claim;
- b. in the event of a claim covered by this Section being made against You in any Court or before any other legally instituted body in North America, the Limit of Indemnity shall apply to such claim inclusive of all additional payments; and
- c. We shall not be obligated to pay any compensation or additional payments, or judgment or to defend any suit after Our Limit of Indemnity has been exhausted by payment of claims, judgments and/or settlements.

## Specific exclusions applicable to this Section

The Policy does not provide indemnity in respect of claims directly or indirectly arising from or in any way connected with:

### 1. Advertising Liability

Advertising Liability caused by or resulting from:

- a. failure of performance of any contract, but this exclusion does not apply to claims for unauthorised appropriation of ideas based upon breach of an implied contract; or
- b. infringement of trade mark, service mark or trade name, but this shall not relate to titles or slogans; or
- c. incorrect description of any good or Product; or
- d. mistake in advertised price; or
- e. any publication, utterance or testimonial used or made at Your direction and with Your knowledge of the inaccuracy or falsity of the publication, utterance or testimonial; or
- f. the failure of Your Products or services to conform with advertised performance, quality, fitness or durability; or
- g. Your Business, if Your principal Business or occupation is advertising, broadcasting, publishing or telecasting.

### 2. Aircraft and Hovercraft

the ownership, maintenance, operation or navigation of any Aircraft or Hovercraft.

### 3. Aircraft Products

any Product designed or manufactured for the purpose of controlling, guiding, propelling or other capabilities or attributes related to the mobility or direction of an Aircraft or other Products which are actually incorporated, with Your knowledge, into an Aircraft for such purposes.

### 4. Asbestos

asbestos or any asbestos contained in other materials regardless of the form and quantity of asbestos.

### 5. Assault and Battery

assault and/or battery committed by You or at Your direction.

This exclusion will not apply when such assault and/or battery is committed for the purpose of preventing or eliminating danger to persons or Damage to property.

### 6. Contractual Liability

any liability assumed under a contract that requires You, to effect insurance over property or to be liable for Personal Injury, Property Damage or Advertising Liability regardless of fault, except where:

- a. that liability would otherwise exist at law in the absence of the contract; or
- b. the contract is an Incidental Contract and the liability does not arise by reason of an obligation to insure a leased property or an obligation to indemnify a landlord irrespective of fault.

### 7. Damage to Product

Property Damage to any Product resulting from or attributable to any defect therein or the harmful nature or unsuitability thereof. Provided that the application of this exclusion shall be limited to only that part of the Product which is considered defective, harmful or unsuitable.

### 8. Defamation, libel and slander

the publication or utterance of any libellous, slanderous, defamatory or disparaging material:

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

### 9. Electronic Data

caused or contributed by or arising directly or indirectly out of or in connection with the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data, where this is the only loss or damage that occurs.

### 10. Employers Liability

any liability:

- a. in respect of which You are or would be entitled to indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected;
- b. imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or
- c. relating to an Employment Practices Breach.
  - a. that liability would otherwise exist at law in the absence of the contract; or
  - b. the contract is an Incidental Contract and the liability does not arise by reason of an obligation to insure a leased property or an obligation to indemnify a landlord irrespective of fault.

### 11. Faulty workmanship

Property Damage to any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by You or on Your behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work. But this exclusion does not apply to Property Damage resulting from such work.

### 12. Fines and penalties

finer or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.

### 13. Loss of use

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

- a. a delay in or lack of performance by You or on Your behalf of any contract; or
- b. the failure of a Product or any work performed by You or on Your behalf, to meet the level of performance, quality, fitness or durability warranted or represented by You. But

this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical Damage to or destruction of the Product or work performed by You or on Your behalf after the Product or work has been put to its intended use by any person or organisation other than You.

### 14. Pollution

the discharge, dispersal, release, seepage, migration or escape of Pollutants, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up Pollutants or preventing the escape of Pollutants from the Situation or any premises owned or operated by You or on which You have property or conduct Your Business.

### 15. Product guarantee or warranty

any product guarantee or warranty given by You or on Your behalf or that You are required to provide by law. But this exclusion does not apply to legislative requirements concerning product safety and information.

### 16. Professional advice or service

the rendering of or failure to render professional advice or service by You. But this exclusion does not apply to:

- a. the rendering of or failure to render medical advice or service by Medical Persons employed by You to provide first aid and other medical services on Your premises to employees or to persons other than employees in the event of an emergency;
- b. Personal Injury or Property Damage arising from advice or service given gratuitously; or
- c. Personal Injury or Property Damage arising from advice given in respect of the use or storage of Your Products.

### 17. Property in Your care, custody or control

Property Damage to property in Your care custody or control other than:

- a. buildings tenanted, leased or hired by You;
- b. Vehicles (other than Vehicles owned or used by You or on Your behalf ) in Your care custody or control but only whilst such Vehicles are in a car park owned or operated by You other than for income or reward as a car park operator;
- c. Your directors', employees' and visitors' clothing and personal effects; or
- d. other property (other than Vehicles) temporarily in Your care, custody or control, provided that:
  - i. no indemnity is granted for liability in respect of physical damage to, destruction of or loss of that part of any property upon which You are working and the loss arises directly from the performance of such work; and
  - ii. Our maximum liability arising out of the cover afforded by clause 17.d. shall be limited to \$250,000 each and every Occurrence and in the aggregate for the Period of Insurance, or as otherwise stated in the Schedule.

Any limit for Property in Your care, custody or control specified in Your Schedule will only apply to this clause 17.d..

### 18. Property owned by You

Property Damage to property owned by You.

### 19. Recall and repair

the recall, inspection, repair, adjustment, removal, replacement or loss of use of any Product or any property of which Your Product forms part or work completed by You or on Your behalf.

### 20. Technology, information and the Internet

Your Internet Operations.

This exclusion does not apply to liability otherwise covered by this Policy which would have arisen irrespective of Your Internet Operations.

Internet Operations includes but is not limited to, the following:

- a. use of electronic mail systems by You or Your employees, including part-time and temporary staff, and others acting on Your behalf;
- b. access through Your network to the world wide web or a public internet site by You or Your employees, including part-time and temporary staff, and others acting on Your behalf;
- c. access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; or
- d. the operation and maintenance of Your website.

Nothing in this exclusion shall be construed to extend coverage under this Section to any liability which would not have been covered in the absence of this exclusion.

### 21. Vehicles

the use of a Vehicle owned by You or in Your physical or legal control:

- a. which is required under any legislation to be registered; or
- b. in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation.

But this exclusion does not apply to:

- i. a Vehicle (other than a Vehicle owned or used by or on Your behalf) whilst that Vehicle is in a car park owned or operated by You other than for income or reward as a car park operator;
- ii. Personal Injury or Property Damage occurring during the loading or unloading of a Vehicle caused by or arising from the collection or delivery of any goods from or to the Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability;
- iii. Personal Injury or Property Damage caused by the use of any tool, plant or equipment forming part of or attached to or used in connection with any Vehicle and where applicable legislation does not require insurance against such liability; or
- iv. Personal Injury where the insurance required by virtue of any legislation does not provide indemnity, and the lack of indemnity is not due to a breach of legislation relating to Vehicles.

### 22. Watercraft

the ownership, operation or navigation of any watercraft exceeding 10 metres in length while on, in or under the water. But this exclusion will not apply to watercraft:

- a. which You do not own or operate; and
- b. is under the control of a licensed and qualified person for the vessel; and
- c. has been hired or otherwise engaged by You for Business entertainment purposes.

### Specific conditions applicable to this Section

#### 1. Cross liability

When You consist of more than one party, You shall be considered as a separate party as though a separate Policy had been issued to each of the said parties.

Provided that Our Limits of Indemnity and any additional payments will not be increased in any way and apply as though there were no separate policies issued to each party.

#### 2. Liability not to be admitted

You and any Insured Person shall not admit liability for or offer to or agree to settle any claim without Our written consent. If You do admit liability or agree to settle without Our consent, We may reduce or refuse Your claim to the extent We are prejudiced by Your admission, offer or agreement. We shall be entitled to take over and defend any claim with full discretion in the conduct of that claim, having regard to Your interests and acting reasonably. We will keep You informed if You ask Us to.

#### 3. Reasonable care and precautions

Notwithstanding General terms and conditions " 16. Reasonable care and maintenance", the following is applicable for this Section.

- a. You must exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.
- b. You and any Insured Person shall:
  - i. take all reasonable care and precautions to prevent Personal Injury, Property Damage or Advertising Liability losses;
  - ii. take all reasonable care and precautions to prevent the manufacture, sale or supply of defective Products; and
  - iii. comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.
- c. You shall take reasonable steps, at Your own expense, to withdraw, inspect, repair, replace, trace, recall or modify any of the Products containing any defect or deficiency of which You have knowledge or have reason to suspect.

## The cover

We will pay You in accordance with the Basis of Settlement up to the Sum Insured for the cost of repairing or replacing Property Insured that is accidentally Damaged during the Period of Insurance.

## Definitions applicable to this Section

**Computer Virus** means an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or Electronic Data causing undesired program or computer system operation.

**Item** or **Items** means an Item or Items which is a part of a group or class of Property Insured that are shown in the Schedule.

**Money** means cash, bank notes, currency notes, negotiable cheques, negotiable securities, travellers' cheques, debit and credit card vouchers, discount house vouchers, money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, stored value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines.

Money does not include collectable items (for example coin or stamp collections) or anticipated revenue.

**Open Air** means:

- in the open air;
- under an open sided structure or carport; or
- on a patio or verandah.

**Specified Item** means the Item of Property Insured, specifically described on the Schedule for this Section with a specific Sum Insured nominated by You shown on the Schedule.

## Cover types

### Part A – Accidental Damage

If "Accidental Damage" is shown in the Schedule then the cover is provided for any sudden or unexpected or unforeseen occurrence not otherwise excluded.

### Part B – Restricted cover

If "Restricted Cover" is shown in the Schedule then cover is limited to Damage caused by:

- a. fire, storm, water, explosion, lightning;
- b. earthquake, subterranean fire;
- c. Flood when Property Insured is contained in a motor vehicle only;
- d. impact by vehicle or Aircraft; and
- e. collision or overturning of a vehicle.

## Basis of Settlement applicable to this Section

1. At Our option We will (acting reasonably):
  - a. repair the Property Insured (including carry case and usual accessories) to a condition equal to but not better than its condition when new;

- b. pay You the cost of repair or replace the Property Insured;
- c. pay You the Sum Insured for a Specified Item; or
- d. replace the Property Insured with new property that has the same features or features that are nearly the same as (but not less than) the Property Insured being replaced.

### 2. Obsolete property or improvements

If the Property Insured cannot be purchased as a new item or if an Item cannot be repaired or replaced without improving the output, capacity or efficiency of that

Property Insured then We will only pay the cost of replacing or repairing that Property Insured less an amount equal to the value of any such improvement(s).

## Limitations of cover applicable to this Section

### a. Cover type

We will only pay for the cover type selected.

### b. Excess

You are liable for the Excess for each and every event that results in Damage.

### c. Geographical limits

Cover applies to Damage that occurs anywhere in the world, unless the geographical limits are amended by an Endorsement shown in Your Schedule.

### d. Reduced Sum Insured

The Sum Insured for the Period of Insurance will be reduced by any payment made or due to be made under this Section, subject to "Additional benefits applicable to this Section 2. Reinstatement of Sum Insured".

### e. Stock

We will not pay for Damage to Stock once Stock has been used or incorporated into any contract.

### f. Unspecified Items

For unspecified Items, cover is limited to a maximum amount of \$2,500 for any one Item and up to the Sum Insured shown in the Schedule for all unspecified Items any one event.

## Additional benefits applicable to this Section

### 1. Rewriting of business records

Consequent upon a claim being admitted for loss or Damage to Office Contents following accidental Damage covered under this Section, We will, subject to the extent that the Sum Insured for Office Contents is not otherwise exhausted, pay the cost of repairing, replacing, recreating or restoring Your Business records, including the information contained on or in them, but excluding the value to You of that information. If repair, replacement, reproduction or restoration is not required, We will only pay the replacement cost of the materials as blank stationery calculated at the time and place of the Damage, provided that replacement will have been carried out with reasonable despatch.

## General Property Section

### 2. Reinstatement of Sum Insured

In the event of Damage insured under this Section, the amount by which the Sum Insured is reduced as a consequence of the loss or Damage will be automatically reinstated from the date of loss or Damage provided that:

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

### Specific exclusions applicable to this Section

We will not pay for:

1.
    - a. motor vehicles, caravans, trailers, motorcycles, watercraft, Hovercraft, Aircraft or aerial devices or the accessories (whether fitted or otherwise) of or to any of these;
    - b.
      - i. Money;
      - ii. glass or items of a brittle nature, provided that where the Property Insured is Stock and Damage results from either fire, theft, or where in transit and the Stock is adequately packed and secured, caused by collision, overturning or jack-knifing of the conveying vehicle, this exclusion will not apply;
      - iii. jewellery, furs, bullion, precious metals or precious stones;
      - iv. curios or works of art;
      - v. mobile phones, photographic equipment, computer equipment unless listed as Specified Items in the Schedule; or
      - vi. any guns, sporting equipment or musical instruments while they are in use;
    - c. livestock, animals, birds or fish;
    - d. standing timber, growing crops and pastures;
    - e. land;
    - f. Property Insured in the Open Air where Damage is caused by Flood, wind, rainwater or hail unless such property is designed to function without the protection of walls or roofs;
    - g. Stock including consumables unless shown in the Schedule; or
    - h. Damage to Property Insured due to stopping of work in total or in part, or the interruption or retarding of any process or operation as a result of strikes;
  2. Consequential Loss of any kind;
  3. theft other than:
    - a. theft resulting from forcible and violent entry evidenced by visible Damage to the securely locked portion of any building or the securely locked portion of any vehicle, or a locked container secured to the vehicle containing the Property Insured;
    - b. theft by armed hold-up; or
    - c. theft following assault or violence or threat of immediate assault or violence to You, Your employee or Your customers.
- Where You have selected "Restricted Cover" under this Section, We will not pay for Damage caused by theft or attempted theft;
4. theft of property in the Open Air;
  5. Damage caused by or arising from:
    - a. the actual breaking, seizing, deformation or melting of any part of any Item while that Item is in use that is caused by mechanical, electrical or electronic defect within the Item that causes sudden malfunction that requires repair or replacement before the Item can resume normal operation;
    - b. inherent vice, latent defect, or gradually operating causes such as, but not limited to wear and tear, scratching or marring, chipping and denting, gradual deterioration, developing flaws, normal up keeping or making good, change in flavour, texture or finish, atmospheric conditions, fading;
    - c. data processing or media failure or breakdown, or malfunction of a processing system, including operator error or omission, or Computer Virus;
    - d. moths, termites, or other insects, vermin, disease, dampness, light, contamination or pollution, smut or smoke from industrial operations, variations in or extremes of temperature;
    - e. corrosion, rust or oxidation, mildew, mould, any form of fungus, wet or dry rot, unless these are the direct result of an event covered by this Section of the Policy;
    - f. faulty packing, storage, or disease
    - g. Damaged or faulty doors, lids, catches, latches, locks or any door lid closing or securing mechanism or device;
    - h. Flood, other than for Damage to Property Insured from Flood when contained in a motor vehicle;
  6. loss or Damage to Stock which has been permanently transferred to the site, commencing from the time the Stock would be deemed to be insured under any other form of Contract Works Insurance Policy covering the contract on which You are working; or
  7. Electronic Data
    - a. any Damage of whatsoever kind directly or indirectly caused by, contributed to by or arising from:
      - i. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
      - ii. errors in creating, amending, entering, deleting or using Electronic Data; or
      - iii. total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all, from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

- b. However, in the event that any of the matters described in paragraph a. above is caused by a peril listed below (being a peril insured by the Section but for this exclusion) then, subject to all their provisions, We will insure physical loss of or Damage or destruction to Property Insured directly caused by such listed peril.

Accidental Damage other than non-physical Damage, fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact by Aircraft or aerial object dropped therefrom, impact by road vehicle or animal, sonic boom, theft of Electronic Data solely where such theft is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such Electronic Data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances, storm and/or tempest and/or rainwater and/or wind and/or hail, water and other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or pipes at the Situation.

- c. For the purposes of the Basis of Settlement provision in this Section, computer systems records include Electronic Data.

Any terrorism exclusion in the Section or any Endorsement thereto prevails over this exclusion.

# Commercial Motor Section

## Summary of covers

Summary of covers available	Benefits of cover available
Comprehensive	Part A – Loss or Damage to Your Vehicle Part C – Third Party Property Damage
Third Party, Fire and Theft	Part B – Fire and Theft Part C – Third Party Property Damage
Third Party Property Damage only	Part C – Third Party Property Damage

The above is a limited summary only and as such does not form part of the terms of Your insurance. All cover is subject to the applicable sum insured, limit of indemnity, other limits and sub-limits and terms, conditions, exclusions and limitations that are not listed in the summary. You should read the Policy carefully to fully understand the extent of cover provided.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

## Definitions applicable to this Section

**Accident and Accidental** means a sudden event which is an unintended, unforeseen or unexpected happening that is unintentional from Your or the driver of Your Vehicle's standpoint. It includes a series of Accidents arising out of the same Accident.

**Agreed Value** means the amount shown in Your Schedule for which We agree to cover Your Vehicle and applies to comprehensive cover of sedans or station wagons, four wheel drives, vans or utilities.

This amount includes standard accessories, aftermarket accessories and modifications, specified in the Schedule, that the manufacturer supplies as standard equipment with Your Vehicle.

**Attachment** means an item of machinery that:

- is shown on Your Schedule; and
- is permanently attached to Your Vehicle.

**Caravan or Trailer** means the registered caravan or trailer shown in Your Schedule.

Caravan or trailer does not include:

- a caravan permanently on site or which is used as a permanent residence, or
- a motorised caravan, campervan, or motor home.

**Damage(d)** means physical loss or destruction.

**Dangerous Goods** mean goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail as per each respective State or Territory in which Your business operates or any equivalent or replacement thereof.

**Employee(s)** means a person(s):

- employed by You;
- apprenticed to You;
- deemed to be Your employee by any applicable law;
- hired or seconded from another party by You; or
- an executive director or officer of Your Business.

**Excess** means the amount shown in Your Schedule which You will need to pay as a contribution to a claim under Your Policy. The basic Excess will apply separately to each Vehicle and each claim on the Vehicle.

If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution.

**Gross Vehicle Mass** means the maximum legally allowed weight of Your Vehicle and the goods it can legally carry.

**Malicious Damage** means intentional Damage done to Your Vehicle by someone else without Your consent.

**Market Value** means the amount of money it would cost to buy a vehicle of the same make, model, age and condition of Your Vehicle immediately prior to the loss or Damage but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs, allowance for dealer profit or transfer fees.

This amount includes standard accessories, aftermarket accessories and modifications, specified in Your Schedule, that the manufacturer supplies as standard equipment with Your Vehicle.

**Modification** means any enhancement which affects the value, safety, performance or appearance of Your Vehicle that is different from the manufacturer's specification.

**Non-Standard Accessories** means accessories or equipment fitted after the manufacture of Your Vehicle or at the time of manufacture as an optional extra.

**Personal Property** means personal items designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments, or
- firearms, or
- tools or items used in connection with a business or occupation, or
- mobile phones.

**Standard Accessories** means standard accessories, tools, equipment and spare parts fitted to Your Vehicle by the manufacturer of Your Vehicle.

**Substitute Vehicle** means a vehicle not belonging to You which is used by You with the consent of the owner whilst Your Vehicle cannot be used because it is undergoing repair or service.



**Total Loss** means Your Vehicle is so badly Damaged that it would not, in Our sole opinion, be either safe or economical for Us to repair.

We will not treat a Vehicle as uneconomical to repair if the salvage value to Us plus the cost of repairs to Us is less than the:

- replacement value – where a Total Loss gives You the right to a replacement vehicle under the Policy, or
- Agreed Value – if Your Vehicle is insured for an Agreed Value, or
- Market Value – if Your Vehicle is insured for Market Value, or
- Sum Insured or Market Value – if Your Vehicle is insured for the Sum Insured value, unless otherwise notified to You by Us in writing.

**Vehicle** means the motor vehicle(s), mobile machine(s) and/or Trailer(s):

- described on Your Schedule or other documents forming the Policy; or
- otherwise specifically covered by the Policy, and;
- any manufacturers' tools, accessories, equipment and options fitted to them as standard by the manufacturer; including built in entertainment or multimedia audio or satellite navigation equipment attached to or within Your Vehicle; and
- any agreed non-manufacturer accessories or equipment fitted to them which are noted on Your Schedule or otherwise specifically covered by the Policy.

## Part A – Loss or Damage to Your Vehicle

### The cover

If during the Period of Insurance Your Vehicle:

- suffers Accidental Damage, including Damage caused by fire, hail, Flood, storm or earthquake; or
- is lost by theft and not found; or
- suffers Malicious Damage,

We will, at Our option (acting reasonably):

- replace, reinstate or repair Your Vehicle; or
- pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser; or
- if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value as shown in Your Schedule.

## Additional benefits applicable to Part A of this Section (Loss or Damage to Your Vehicle)

We will pay You the Additional Benefits following loss or Damage to Your Vehicle insured under Part A of this Section during the Period of Insurance of this Policy, providing the loss or Damage exceeds the relevant Excesses payable by You.

### a. Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is Damaged in an Accident and unable to be driven; or
- is lost through theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$3,000 for any one event.

### b. Unspecified accessories

We will pay for Loss of or Damage to Non-Standard Accessories, Attachments or Modifications (excluding mobile phones, hoists and cranes and those components that are fixed to the Vehicle) that are not specified as Non-Standard Accessories, Attachments or Modifications in Your Schedule.

The maximum amount We will pay for Loss of or Damage to such Non-Standard Accessories, Attachments and Modifications, per Event, is up to \$5,000.

### c. Automatic additions and deletions

We will cover any replacement or additional registered Vehicles acquired by You during the Period of Insurance provided that:

- such Vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance;
- You notify Us within 30 days of purchasing or leasing any Vehicle;
- cover will not exceed a maximum Sum Insured of \$150,000 any one Vehicle unless notified to Us in writing; and
- You pay Us any additional Premium We require.

### d. Automatic Trailer Cover

We will pay for any Damage to any two wheeled or box Trailer owned by You which weighs less than 2 tonne and which occurs while it is attached to Your Vehicle. The maximum We will pay in respect of any one Accident is the lesser of the market value of the Trailer at the time of the Accident or \$1,000.

### e. Chains, gates, ropes and tarpaulins

We will pay for claims for theft of any chains, gates, ropes or tarpaulins which are attached to or within Your Vehicle when they are lost following theft of Your Vehicle up to maximum of \$5,000 any one event.

### f. Emergency vehicle hire

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and Your Vehicle is Damaged in an Accident and cannot be driven, or is Damaged by an attempted theft and cannot be driven, We will pay You the cost of a hire vehicle up to \$100 a day for up to two consecutive days when the loss is reported to Us. You need to notify Us as soon as reasonably possible or We may reduce or deny Your claim to the extent We are prejudiced by the delay.

Any such rental will be arranged through Our preferred suppliers when the loss is reported. Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

If You arrange Your own rental car without Our consent, We are not obliged to pay for the rental car You arranged.

### g. Emergency repairs

We will reimburse You, up to maximum of \$1,000 any one Accident for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it is involved in an Accident, suffers Malicious Damage, or is stolen and recovered in a Damaged condition.

### h. Employees vehicles

We will cover an Employee owned Vehicle whilst being used in connection with Your Business and with Your consent, up to \$50,000 any one Accident during the Period of Insurance. However, We will not pay for claims where the loss or Damage is already insured by a third party or a policy required by law, except for any amount in excess of the limit of indemnity under the other insurance.

### i. Finance payout – Total Loss

Where Your Vehicle is subject to any lease hire agreement or financial agreement through a financial institution and suffers a Total Loss, We will cover You or the finance provider for the difference between the residual value under the contract and the Market Value of the Vehicle to a maximum of 25% of the Market Value less any payments and interest in arrears at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the lease hire agreement or financial agreement. However, We will not pay if We are not required to do so by the finance provider.

### j. Emergency Services cover

Following an Accident, We will pay up to \$20,000 for Your liability for charges imposed by the Fire Brigade, Police or any other authority.

### k. Funeral expenses

We will pay for funeral expenses associated with:

- a. burial and cremation, and
- b. the travel costs of any immediate Family members of the driver to attend the funeral,

following the death of the driver of Your Vehicle which is caused as a direct result of the Accident up to a maximum of \$10,000 for any one event less any amount payable by any accident compensation authority or medical fund.

### l. Hire costs following fire and theft

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the Damage is caused by fire or theft, and provided the fire or theft has been reported to Us and to the police, We will assist You in paying the cost of a hire vehicle:

- until recovery of the Vehicle; or
- until the Vehicle is repaired.

Up to a maximum of \$3,000 each Vehicle in the Period of Insurance.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

### m. Marine average

If Your Vehicle is being transported by sea between places within Australia during the Period of Insurance We will pay Your contribution for general average and salvage charges where such maritime conditions apply up to the Sum Insured or Market Value whichever is the lesser, whether or not Damage is suffered by Your Vehicle.

### n. Modification to Vehicle

We will pay for costs incurred to modify Your Vehicle if its driver is permanently disabled as a direct result of injuries received in the Accident up to a maximum of \$5,000 each event less any amount payable by any accident compensation authority or medical fund.

### o. Personal Property

We will pay, up to a maximum of \$1,000 any one Accident or theft, for Personal Property belonging to the custodian of the Vehicle which is:

- Damaged in a collision involving Your Vehicle,
- stolen from Your locked Vehicle, or
- stolen at the same time as Your Vehicle.

Any payment will be subject to due allowance for depreciation, age and wear and tear.

### p. Re-keying and re-coding

If the keys to Your Vehicle are stolen or there are reasonable grounds to believe the keys have been illegally duplicated, We will pay for the replacement of Your Vehicle's keys and the necessary re-coding of Your Vehicle's locks.

The maximum amount We will pay is:

- the amount by which the cost to re-key and/or re-code Your Vehicle exceeds the basic Excess payable for the claim, up to a maximum amount of \$1,000 per Vehicle, or \$10,000 per event.

This benefit will only apply if:

- the theft of Your keys has been reported to the police, and the keys have not been stolen by an employee, Family member, invitee or person who resides with You, and
- You are not entitled to cover under any other policy entered into by a third party or a policy required by law.

#### q. Recovery cost – No Damage

We will pay, up to maximum \$5,000 any one Period of Insurance, for the costs of recovery or removal of Your Vehicle following it becoming unintentionally immobilised on a work site or other situation whilst being used as part of Your normal Business operations.

We will not pay where immobilisation occurs as a result of electronic, electric or mechanical failure or malfunction or normal wear and tear.

#### r. Removal of basic Excess for windscreen claims

If the windscreen or window glass in Your Vehicle is accidentally broken We will not apply an Excess to Your claim.

This only applies:

- if the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- if the broken windscreen or window glass is the only Damage to Your Vehicle; and
- if Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 5 tonne Gross Vehicle Mass.

#### s. Removal of debris

We will pay You, up to maximum of \$10,000 any one event, You for costs incurred for the clean-up and removal of Your Vehicle debris resulting from goods falling or leaking.

#### t. Replacement vehicle

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 5 tonne Gross Vehicle Mass and it is declared a Total Loss within two years of its first registration We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new Vehicle of the same make, model, series and accessories (subject to local availability). If a replacement Vehicle is not currently available, We will pay You either the Market Value or Agreed Value of Your Vehicle, whichever is shown in Your Schedule, less any applicable Excesses.

#### u. Sign writing

We will pay for any loss of or Damage to fixed advertising or material forming a permanent part of Your Vehicle where reinstatement is required. The maximum We will pay for each event is \$5,000.

#### v. Tools of trade

We will pay for Damage to Your tools of trade, trade Stock and material following an Accident.

The maximum We will pay for each event is \$1,000. This benefit will only apply to:

- tools of trade, trade Stock or materials that are stolen via forcible and violent entry to Your securely locked Vehicle and/or tool box, permanently fixed to Your Vehicle; or
- tools of trade, trade Stock or materials that are Damaged as a result of a collision to Your Vehicle.

#### w. Towing

Following an Accident or theft of Your Vehicle, We will pay up to a maximum of \$5,000 for the cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

#### x. Vehicle being transported

We will pay for Damage where Your Vehicle is being transported by road, rail, sea or air between any places in Australia. This cover will not apply where more than one Vehicle is being transported in any one conveyance.

#### y. Vehicle return

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and is Damaged in an Accident and unable to be driven We will pay up to a maximum of \$5,000 each event for:

- removing and relocating Your Vehicle to the nearest repairer approved by Us; and
- delivering Your Vehicle to Your usual place of garaging after repair or recovery.

#### Optional benefit applicable to Part A of this Section

Your Schedule will show if the Policy option is applicable. The following option is only available following loss or Damage to Your Vehicle insured under Part A of this Policy, providing the loss or Damage exceeds the relevant Excesses payable by You.

#### Hire vehicle costs following an Accident

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or Damage is caused by an Accident during the Period of Insurance, We will assist You in paying the cost of a hire vehicle for:

- up to 42 days rental of a sedan, station wagon or utility where We arrange the rental; or
- up to a maximum of \$3,000 each Vehicle per claim where We are unable to arrange such rental.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

#### Part B – Fire and Theft

##### The cover

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and Your Schedule shows that Third Party Fire and Theft cover applies, We will cover You under Part B of this Section for loss or Damage that occurs during the Period of Insurance caused by:

- fire, lightning, explosion, theft or illegal conversion; or
- an Accident caused by an uninsured third party. This benefit will only apply for an Accident if:
  - the Accident which gave rise to the claim was the fault of the driver of the other vehicle; and
  - You can supply the name, address and registration of that driver; and
  - the other vehicle was uninsured or any other information that would reasonably allow Us to identify the driver of the other vehicle.

We will, at Our option (acting reasonably):

- replace, reinstate or repair Your Vehicle; or
- pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- if Your Vehicle is a Total Loss pay You the lesser of the Market Value of Your Vehicle or \$5,000.

The maximum amount We will pay under Part B of this Section is the lesser of the Market Value of Your Vehicle or \$5,000.

# Commercial Motor Section

## Specific exclusions applicable to Part A and Part B of this Section

Under Part A and Part B We will not pay for:

### a. Loss of use

loss or Damage or Consequential Loss suffered because You cannot use Your Vehicle.

### b. Wear and tear and breakdown

loss or Damage caused by wear and tear, rust, corrosion, depreciation, mechanical, structural, electrical or computer failures, malfunctions or non-performance.

### c. Tyres

loss of or Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts.

### d. Old Damage

the costs of repairing:

- i. any pre-existing Damage; or
- ii. the costs of fixing faulty repairs

which were done before the commencement of the Policy.

### e. Intentional Damage

loss or Damage intentionally caused by You or a person acting with Your express or implied consent.

### f. Safeguard of Vehicle

loss of or further Damage to Your Vehicle following a loss or Accident, unless reasonable steps were taken to protect or safeguard Your Vehicle.

### g. Incorrect fuel

loss or Damage to Your Vehicle caused by the use of any incorrect fuel, coolant or additive.

## Part C – Third Party Property Damage

### Cover for damage to other people's property (legal liability)

Where Your Vehicle is registered or licensed as required by law for use on public roads, We will cover You for any amount for which You become legally liable to pay as compensation in respect of loss or Damage to someone else's property caused by a motor vehicle Accident during the Period of Insurance, which is partly or fully Your fault up to the limit of indemnity shown below.

This cover will apply only if Your legal liability for loss or Damage to someone else's property arises out of the use of Your Vehicle and is subject to the applicable Excess(es), conditions, exclusions and limit of indemnity.

The most We will pay arising out of any one motor vehicle Accident is the limit of indemnity.

We also cover in accordance with this Section:

- a. any person who is driving, using or in charge of Your Vehicle with Your permission;
- b. a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle; or

- c. Your employer, principal or partner, arising from use of Your Vehicle.

### Limit of indemnity

The maximum We will pay in respect of all claims arising from one Accident or series of Accidents resulting from the one original cause will not exceed the following limits of indemnity:

- a. \$30,000,000 for all losses, excluding any claim(s) arising from the transportation of Dangerous Goods including clean-up, contamination or restitution of any land or waterway; or
- b. \$5,000,000 for all losses, arising from the transportation of Dangerous Goods including clean-up, contamination or restitution of any land or waterway, provided:

We will not cover, unless agreed by Us in writing, Your liability for any claim arising from the transportation of:

- a. explosives or radioactive goods;
- b. gases in containers larger than 500 litres;
- c. all other Dangerous Goods in containers larger than 400kg for solids or 450 litres for liquid or pastes; or
- d. all Dangerous Goods where transport does not comply with Australian Dangerous Goods Code (or any equivalent or replacement thereof) or any other applicable legislation and regulations.

## Additional benefits applicable to Part C of this Section

We will also cover You for the following Additional benefits under Part C of this Section. The maximum We will pay under the additional benefits are included in and not in addition to the limit of indemnity applicable.

### Bodily injury (CTP gap liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving the Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road.

We will not pay:

- a. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - i. statutory or compulsory insurance policy or any statutory or compulsory insurance; or
  - ii. compensation scheme or fund, even if the amount recoverable is nil.
- b. any amount of a claim over that recoverable under any:
  - i. statutory or compulsory insurance policy or any statutory or compulsory insurance ; or
  - ii. compensation scheme or fund.
- c. if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - i. insure Your Vehicle;
  - ii. register Your Vehicle; or
  - iii. comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.

- d. for legal liability to any:
  - i. person driving or in charge of Your Vehicle;
  - ii. of Your Employees; or
  - iii. member of Your Family.
- e. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
- f. unless You or the person claiming under Part C of this Section have notified Us of a claim under Part C of this Section as soon as reasonably possible after You or that person first become aware of an intention to make a claim against You or that person.
- g. for legal liability caused by or arising from an intentional act by You or any other person.
- h. any amount of exemplary, punitive or aggravated damages.
- i. if Your Vehicle is outside of Australia at the time of loss or Accident.

#### Falling goods

We will cover You if the Accidental Damage to someone else's property is caused by goods falling from Your Vehicle.

#### Legal Costs

We will cover You for all legal costs and expenses in defending Your legal liability or any other person covered under Part C of this Section. Cover for Damage to other people's property (legal liability) in respect of any vehicle not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your Business.

#### Loading and unloading

We will cover You if the Accidental Damage to someone else's property is caused by the loading and unloading of Your Vehicle.

#### Non owned vehicle liability

We will cover Your legal liability in respect of any Vehicle provided the Vehicle is a registered sedan, station wagon, four wheel drive, panel van or utility, and not owned or supplied by You while that Vehicle is being used or driven by You or a person authorised by You in connection with Your Business.

#### Substitute Vehicle

We will cover You for Accidental Damage to someone else's property caused by Your driving Substitute Vehicle not belonging to You (with the consent of the owner) whilst Your Vehicle cannot be used because it is undergoing repair or services. But We will not pay if the Vehicle is subject to a self-drive hire agreement, or for Damage to the Substitute Vehicle You are driving.

#### Uninsured motorists

We will cover You for up to \$5,000 less any applicable Excesses for Damage to Your Vehicle caused in an Accident with another vehicle during the Period of Insurance if:

- a. the driver of the other vehicle was at fault;
- b. the other vehicle was uninsured; and

c. You can tell Us:

- the name and contact details of the person responsible for the accident; or
- the registration number of the other vehicle; or
- any other information that would reasonably allow Us to identify the person so that We can exercise Our rights of recovery.

This additional benefit is not applicable where You have Part A or Part B cover under this Section.

#### Specific exclusions applicable to Part C of this Section

The following exclusions apply to Part C of this Section:

##### a. Unregistered Vehicles

We will not pay if Your Vehicle is unregistered at the time of the event giving rise to the claim. However, We will cover

Your liability in respect of the unregistered Vehicle in a place that requires registration, provided:

- i. You have complied with the appropriate statutory requirements and obtained necessary permits to move the unregistered Vehicle; or
- ii. Your Vehicle is being towed for which registration is not required by law.

##### b. Underground pipes and cables

We will not pay for liability for Damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle, or liability in respect of Damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Vehicle.

If Your Vehicle comes into direct contact with overhead cables, wires or conduits, We will pay only for the repair of the direct Damage so caused, up to a maximum of \$100,000 each event.

##### c. Trailers

We will not pay for Damage caused or contributed to by more than the legally permitted number of Trailers attached to Your Vehicle.

##### d. Personal property/property in Your custody

We will not pay for Damage to property belonging to or in the custody of You or any person entitled to cover under Part C of this Section. This exclusion shall not apply to Employees or visitor's vehicles whilst contained within a car park owned or operated by You.

##### e. Fines, penalties, punitive damages

We will not pay for any fines, penalties, or aggravated, exemplary or punitive damages.

##### f. Radioactive materials

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or Trailer, for the commercial transport of radioactive materials.

## g. Vehicle used on rails

We will not pay if Your Vehicle is used on rails or tracks at the time of Accident.

## h. Hooks and hoists

We will not pay for claims caused by goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

## i. Aircraft Liability

We will not pay for liability for loss or Damage to any Aircraft resulting from an Accident caused by or arising from the use of Your Vehicle.

## Specific exclusions applicable to this Section

We will not pay if:

### 1. Driving under the influence of drugs/alcohol

the Damage, loss or injury is caused while Your Vehicle (or any other vehicle to which cover is extended) is being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law.

However, if You can prove You did not know that the driver of Your Vehicle (or any other vehicle to which cover is extended) was so affected, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

### 2. Submitting to test

the driver of Your Vehicle (or any other vehicle to which cover is extended) refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood.

However, if You can prove You did not know that the driver of Your Vehicle (or any other vehicle to which cover is extended) refused to submit to the test, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

### 3. Unlicensed drivers

the Damage is caused while Your Vehicle (or any other vehicle to which cover is extended) is being driven (with Your consent) by any person who is not licensed under any relevant law to drive such a Vehicle (or any other vehicle to which cover is extended).

However, if You can prove the driver's licence was fraudulently produced or had unintentionally lapsed or was cancelled unknown to You as a result of unpaid parking fines and the driver was the holder of a licence in the 12 months immediately prior to the lapsing or cancellation of the licence and You allow Us to use all remedies available to recover all costs associated with any Damage occasioned or liability incurred by the driver of the Vehicle (or any other vehicle to which cover is extended) We will cover You.

## 4. Overloaded Vehicle

Your Vehicle (or any other vehicle to which cover is extended) is used to carry or tow a load or carry passengers greater than that for which Your Vehicle (or any other vehicle to which cover is extended) was constructed and this caused or contributed to the Damage or liability incurred.

## 5. Approved fuel systems

loss or Damage is caused by a fuel system which does not comply with the relevant Australian Standard.

## 6. Tests

Your Vehicle (or any other vehicle to which cover is extended) is being tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person.

## 7. Motor sports events

Your Vehicle (or any other vehicle to which cover is extended) is used in connection with a race, trial, test, contest or other sports event.

## 8. Experiments

Your Vehicle (or any other vehicle to which cover is extended) is used in connection with the motor trade for experiment, test, trial, demonstration or towing.

## 9. Hire or reward

Your Vehicle (or any other vehicle to which cover is extended) is used for carrying passengers for hire or reward, except for a private pooling arrangement including private courtesy bus arrangements or when You receive a travelling allowance from Your full time employer.

## 10. Hire for Your Vehicle

Your Vehicle (or any other vehicle to which cover is extended) is being used or let for hire.

## 11. Stock in trade

Your Vehicle (or any other vehicle to which cover is extended) is in the possession of another person for the purpose of sale.

## 12. Seizure of Vehicle

Your legal interest in Your Vehicle (or any other vehicle to which cover is extended) ceases, or Your Vehicle (or any other vehicle to which cover is extended) is seized or taken possession of by any persons lawfully entitled to do so.

## 13. Illegal purpose

Your Vehicle (or any other vehicle to which cover is extended) is used for any illegal purpose with Your consent and the use for illegal purpose contributed to or caused the loss or Damage.

## 14. Geographical limitation

the loss or Damage occurred while Your Vehicle (or any other vehicle to which cover is extended) was not in Australia.

## 15. Bitumen and/or Concrete Setting

loss or Damage for the settling or hardening of any concrete, bitumen, cement products or similar products or their derivatives.

## 16. Caravans

in respect of Caravans where:

- a. any loss or Damage to awnings or annexes caused by storm, hail or wind;
- b. liability at law by way of damages in respect of death or bodily injury, or Damage to property of any person in the Caravan, or entering alighting therefrom;
- c. contents of the Caravan other than the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your Caravan and which would normally be sold with it; or
- d. theft or burglary unless due to forcible and violent entry to the locked Caravan.

## 17. Cranes and Lifting Devices

loss or Damage arising out of the operation of any crane or lifting device insured by the Policy whilst:

- a. loaded in excess of the safe working load specified by the responsible statutory authority and/or manufacturers and this caused or contributed to the loss or Damage; or
- b. being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless Our prior consent has been obtained in writing.

## 18. Asbestos

notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is agreed that the Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## 19. Financial loss

any financial loss occurs because:

- a. You cannot use Your Vehicle;
- b. Your Vehicle's value was less after being repaired; or
- c. Your Vehicle's working life has been reduced.

## 20. Underground mining

Your Vehicle (or any other vehicle to which cover is extended) was being used for:

- a. drilling or tunneling whilst underground; or
- b. driven in an underground mine or mining shaft when the loss or Damage occurred.

## 21. Unroadworthy condition

Your Vehicle (or any other vehicle to which cover is extended) is used in an unroadworthy or unsafe condition. However, We will cover You if You can prove that the condition could not reasonably have been detected by You or that the loss, Damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

## Specific conditions applicable to this Section

### 1. Cross liability

We agree that each person comprising You is considered as if You were the only party, and We waive Our rights of subrogation against any of other parties comprising of You. The limits of indemnity stated elsewhere in this Section are not affected or increased as a consequence of this condition.

### 2. Joint insured

A claim lodged by any one person covered by the Section is considered to be a claim by all persons covered by this Section.

### 3. Acquired companies

We will cover any company or subsidiary company formed, purchased or otherwise acquired by You during the Period of Insurance as if they were You provided that You:

- a. hold a controlling interest in the company;
- b. advise Us of Your interest in the company no later than 14 days from the date of acquisition;
- c. advise Us the number of additional Vehicles insured; and
- d. pay Us any additional Premium required.

### 4. Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered under the Policy. You should also keep evidence of the amount of any Accidental Damage.

### 5. Prevention of loss or Damage

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss or Damage, including securing Your Vehicle (or any other vehicle to which cover is extended) against unauthorised entry when it is unattended. This includes removing Your keys and locking the Vehicle (or any other vehicle to which cover is extended). It is a condition of this Section that Your Vehicle be kept in good repair.

We may reduce or refuse Your claim to the extent that Your Vehicle's state of repair contributed to or caused the loss or Damage.

# Making a Claim

## What You must do

If You do not act as follows We may reduce or refuse to pay a claim, to the extent We are prejudiced by Your non-compliance:

### 1. Do not admit liability

You should not:

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b. offer or agree to settle any claim, without Our written consent.

If You do, We may reduce or refuse Your claim to the extent We are prejudiced by Your admission, offer or agreement.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

### 2. Prevent further Damage

You must take all reasonable precautions to prevent any further loss, Damage or liability.

### 3. Contact the police

Depending on the laws of the State or Territory in which the Accident occurs, You must:

- a. contact the police if any person was injured as a result of the Accident;
- b. request the police to attend the scene of the Accident; or
- c. go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the Accident.

You must contact the police as soon as reasonably possible if Your Vehicle is stolen or maliciously Damaged.

### 4. Contact Us as soon as possible

If there is any Accidental loss, Damage or liability which is likely to result in a claim, You must give Us notice as soon as reasonably possible with the full details of any Accidental loss, Damage or anticipated or alleged liability. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

You or Your representative must give Us full details in the manner We request which will be either:

- a. verbally; or
- b. in writing by completing Our claim form which will be supplied to You when You contact Us The process for authorising repairs to Your Vehicle is explained under "Authorising repairs".

Any correspondence You receive regarding the Accident or event must be sent to Us as soon as reasonably possible. You must advise Us as soon as reasonably possible of:

- a. any notice of impending prosecution; or
- b. details of any inquest or official enquiry.

## What happens after You make a claim

### 1. Excess

You must pay the Excess as a contribution to Your claim under this Section unless We state an Excess does not apply. The payment of an Excess helps to keep the cost of Your Premium down by reducing the number of small claims.

If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution.

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim.

These are:

#### a. Basic Excess

The basic Excess is the first amount You must pay as a contribution to each claim. The amount of the basic Excess will be shown on Your Schedule beside the heading "Basic Excess".

#### b. Additional Excesses

If You make a claim for an Accident when Your Vehicle was being driven by or was in the charge of a driver:

- i. up to the age of 21 years;
- ii. aged between 21 and 25 years; or
- iii. greater than 25 years but have held their Australian driver licence for less than 2 years,

You must pay the additional Excess shown by Endorsement in Your Schedule in addition to the basic Excess.

You will not have to pay additional Excess shown in Your Schedule if You are claiming for any of the following:

- i. windscreen or window glass Damage only;
- ii. theft;
- iii. hail, storm or Flood Damage;
- iv. Malicious Damage; or
- v. Damage to Your Vehicle while parked.

#### c. Tipping Excess

An additional Excess of \$1,000 will apply if Your Vehicle is a rigid body tipper or a tipping Trailer and the event which gives rise to a claim occurs whilst the tipping hoist is fully or partially elevated.

### 2. Faultless Excess

You will not be required to pay the basic or additional Excess if:

- a. the Accident which gave rise to the claim was the fault of the driver of the other vehicle; and
- b. You can supply:
  - the name and address of that driver;
  - the registration number of the other vehicle; or
  - any other information that would reasonably allow Us to identify the other driver or vehicle so that We can exercise Our rights of recovery.
- c. Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 5 tonne Gross Vehicle Mass; and
- d. the amount of the claim exceeds Your basic and additional Excess under this Section and is not a claim for windscreen Damage.



### 3. When You are at fault

You are at fault if You:

- are responsible for the Accident; or
- contributed to the cause of the Accident.

### 4. Choice of repairer

TIO can assist You in selecting a suitable repairer to repair the Damage to Your Vehicle; however You also have the right to choose Your own repairer. In both instances We will work closely with the repairer to strive to achieve the best repair outcome for You however We may require a second quotation from a repairer chosen by Us. We will then choose (acting reasonably and subject to any relevant Policy limits) to:

- a. authorise the repairs at Your repairer of choice;
- b. pay You the reasonable cost of repairing Your Vehicle; or
- c. move Your Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move Your Vehicle We will provide You with a rental vehicle for up to 3 days in addition to any other benefit provided under Your Policy.

### 5. Authorising repairs

- a. Where You have cover under Part A of this Section You may only authorise emergency repairs as detailed under "Additional benefits applicable to Part A of this Section – g. Emergency repairs". You cannot authorise further repairs to Your Vehicle without Our prior consent. Please contact Us to confirm approval for any further repairs to Your Vehicle.
- b. Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us.

We or Our assessor will make the necessary arrangements with You.

### 6. Parts, extras and accessories

If We are unable to repair the part We use new, recycled or reconditioned parts that meet the requirements of

Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or accessory.

In the event that any part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the part, extra or accessory (together with a reasonable charge for fitting) rather than supply the part, extra or accessory.

### 7. Sublet repairs

If Your Vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component to such repairer or supplier.

### 8. Guarantee and warranty

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

### 9. Assist Us with Your claim

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not pay Your claim or provide cover to the extent that We are prejudiced by that non-disclosure.

If We have the right to recover any amount payable under this Section from any other person, You must take reasonable steps to co-operate with Us in any action We may take.

### 10. Our rights of recovery

We have the right to recover from any person, in Your name, the amount of any claim paid under this Section and We have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance. We will act reasonably having regard to Your interests and will keep You informed if You ask Us to.

### 11. Salvage of Your Vehicle when it is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to replace Your Vehicle or We pay the Market Value, Sum Insured or Agreed Value for Your Vehicle:

- a. the wreckage of Your Vehicle will become Our property; and
- b. We will keep the proceeds of any salvage sale.

At Our discretion (and if safe to do so), You may reclaim the Vehicle if You agree to pay the salvage price.

### 12. Payment of unpaid Premium when Your Vehicle is a Total Loss

If Your Vehicle is a Total Loss:

- a. and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle, the amount of any unpaid Premium for the Period of Insurance will be deducted from the amount payable to You; or
- b. and We are replacing Your Vehicle, You must pay Us the balance of any unpaid Premium or instalments for the Period of Insurance.

### 13. GST

We will adjust Your claims payment in accordance with the GST provision noted under the "Introduction" section, "GST Notice" on page 4.

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For enquiries  
call 131 846  
visit [tiofi.com.au](http://tiofi.com.au)  
or your insurance  
intermediary.





# Supplementary Product Disclosure Statement (“SPDS”)

**Preparation date: 29/07/2022**

This document is a SPDS that updates and amends the TIO Trades & Services Pack Product Disclosure Statement and Policy Document (**PDS**) (**POL1012TIO 08/21**) dated **01/08/2021** issued by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 trading as Territory Insurance Office (**TIO**).

This SPDS is issued by TIO and must be read together with the above PDS and any other SPDS that you are given which updates or amends that PDS.

1. This SPDS deletes the definitions of “Agreed Value” (page 23), “Market Value” (page 23), “Non-Standard Accessories” (page 23) and “Vehicle” (page 24) utilised in the Commercial Motor Section and replaces them with the following:

**Agreed Value** means the amount shown in Your Schedule for which We agree to cover Your Vehicle accessories and manufacturers’ tools and applies to comprehensive cover of sedans or station wagons, four wheel drives, vans or utilities. This amount includes any Standard Accessories, and the agreed Non-Standard Accessories noted in Your Schedule.

We do not pay any additional amount for these items other than if the Additional Benefit “b. Unspecified Accessories” applies.

**Market Value** means the cost to buy a vehicle of the same make, model, age and condition of Your Vehicle including any manufacturer’s tools, accessories, equipment and options fitted as standard by the manufacturer and agreed Non-Standard Accessories or equipment as noted in Your Schedule immediately prior to the loss or Damage. This amount excludes costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs, allowance for dealer profit or transfer fees. This amount includes any manufacturer’s tools, accessories, equipment and options fitted as standard by the manufacturer. We will also pay for the agreed Non-Standard Accessories as noted in Your Schedule up to the sum insured.

We do not pay any additional amount for these items other than if the Additional Benefit “b. Unspecified Accessories” applies.

**Non-Standard Accessories** means accessories or equipment fitted after the manufacture of Your Vehicle or at the time of manufacture as an optional extra. Non-Standard Accessories will depreciate in value at each renewal, and the amount We will pay will be set out in Your Schedule for listed Non-Standard Accessories.

**Total Loss** means Your vehicle is so badly damaged that it would not be either safe or economical for Us to repair.

We will not treat a vehicle as uneconomical to repair if the salvage value to Us plus the cost of repairs to Us is less than the:

- replacement value – where a total loss gives you the right to a replacement vehicle under the policy, or
- Agreed Value or
- Market Value – if Your vehicle is insured for Market Value including the listed value of Your Non-Standard Accessories as noted on Your schedule, or
- Sum Insured or Market Value – if Your vehicle is insured for the Sum Insured value, unless otherwise notified to You by Us in writing.

**Vehicle** means the motor vehicle(s), mobile machine(s) and/ or Trailer(s):

- described on Your Schedule or other documents forming the Policy; or
- otherwise specifically covered by the Policy, and;
- any tools, accessories, equipment and options fitted to them as standard by the manufacturer; including built in entertainment or multimedia audio or satellite navigation equipment attached to or within Your Vehicle; and
- any agreed Non-Standard Accessories which are noted on Your Schedule.

2. This SPDS deletes the first paragraph of the clause “Additional benefits applicable to Part A of this Section (Loss or Damage to Your Vehicle)” in the Commercial Motor Section of the PDS on page 24 and replaces it with the following:

We will pay You the Additional benefits following loss or Damage to Your Vehicle insured under Part A during the Period of Insurance of this Policy, provided that loss or Damage exceeds the relevant Excesses payable by You. We will pay these Additional benefits in addition to the Sum Insured, Market Value or Agreed Value (as applicable).

3. This SPDS deletes the clause “9. Assist Us with Your claim” under “What happens after You make a claim” in the Commercial Motor Section of the PDS on page 32 and replaces it with the following:

#### **9. Assist Us with Your claim**

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require.

#### **Proof of loss and ownership**

When You make a claim, we may ask you to provide certain documents to:

- help substantiate Your claim by providing proof that You owned the Vehicle, personal items, modifications, options or accessories, including Non-Standard Accessories;
- help Us identify Your items.

The types of documents We ask for depend on the situation and can include:

- tax invoices for items bought or services used
- valuation, model and serial numbers
- credit card or bank statements
- photos
- registration documents
- hire car agreements
- finance agreements.

We may compare information You give Us with a range of other sources – for example, auction or sale websites.

If You do not We may not pay Your claim or provide cover to the extent We are prejudiced by that failure.

If We have the right to recover any amount payable under the Policy from any other person, You must take reasonable steps to co-operate with Us in any action We may take.