

Office Pack



Product Disclosure Statement  
and Policy Document

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# Introduction

Welcome and thank you for choosing TIO Office 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.

The Policy does not automatically provide cover for loss or damage caused by Flood.

There is an option to apply for cover for Flood under the Material Damage Section. Where We agree to provide this cover it will be shown on the Schedule.

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>Material Damage</b>	This Section covers You for Property Insured that is accidentally Damaged at the Situation during the Period of Insurance which is not otherwise excluded and provides a number of automatic additional benefits and extra covers. There is an optional benefit to include cover for Flood.
<b>Theft</b>	This Section covers the cost of replacing or repairing Property Insured following Theft from the Situation happening during the Period of Insurance and provides a number of additional benefits and an extra cover.
<b>Money</b>	This Section covers You for Loss of Money in Transit, Money on the Situation, Money in a Locked Safe or Locked Strongroom and Money in Your private residence and Damage to Safes or Strongrooms that occurs during the Period of Insurance. It also includes a number of additional benefits and extra covers.
<b>Glass</b>	This Section covers You for accidental Breakage of Glass at the Situation occurring during the Period of Insurance and provides a number of additional benefits and an extra cover.
<b>Machinery Breakdown</b>	This Section covers You for Breakdown to Your Machinery occurring at the Situation during the Period of Insurance. It also provides a number of additional benefits and an optional benefit.
<b>Electronic Equipment</b>	This Section covers You in the event of a Breakdown to Property Insured occurring at the Situation during the Period of Insurance. It also provides a number of additional and optional benefits.
<b>Liability</b>	This Section covers You or any Insured Person 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>Business Interruption</b>	This Section covers You for Consequential Loss resulting from the interruption of or interference with the Business that is caused by a specified event that occurs during the Period of Insurance.  This also provides a number of additional and optional benefits.
<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.
<b>Management Liability</b>	This Section has four cover types available: Part A – Directors and Officers Liability; Part B – Employment Practices Liability; Part C – Crime; and Part D – Tax Audit.  It also includes a number of additional benefits, extra covers and an optional benefit.
<b>Professional Indemnity</b>	This Section covers You and any Insured Person against civil liability for Damages and awards of claimants' costs arising from any Claim that is made and is notified to Us during the Period of Insurance and arises from the provision of or failure to provide Professional Services. It also provides a number of additional payments and benefits.

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>Commercial Motor</b>	<p>You can select from the following covers:</p> <p>A) Comprehensive</p> <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> <p>B) Third Party, Fire and Theft</p> <ul style="list-style-type: none"> <li>• Part B – Fire and Theft; and</li> <li>• Part C – Third Party Property Damage</li> </ul> <p>C) Third Party Property Damage only</p> <ul style="list-style-type: none"> <li>• Part C – Third Party Property Damage</li> </ul>

## 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;
- the 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 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 Excess(es) 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 We are prejudiced by Your failure 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 15 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 9 to 11 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 noncompliance 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” on page 14.

### How We settle claims

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 each 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;
- where Your Business is situated;
- the materials used in the construction of Your Building(s);
- the nature of Your Business;
- security measures used for Your Property Insured (e.g. alarms, deadlocks); and
- 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 Excess(es).

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. If You fail to pay We may reduce any claim payment by the amount of Premium owing and/or cancel the Policy in accordance with the process set out in the “Cancellation Rights” section. 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 reduce or refuse to pay a claim and cancel the Policy in accordance with the process set out in the “Cancellation Rights” 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 and the Premium instalment remains unpaid We will let You know and We will try to deduct the overdue amount along with Your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment 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. So it’s important that You pay Your instalments on time. If You can’t, You should get in touch with Us immediately.

#### 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 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 renewal offer You must contact Us prior to the renewal to advise Us. Each renewal is a separate Policy, not an extension of the prior Policy.

### 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, CST 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 CST 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.

## 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)  
 Email: [info@afca.org.au](mailto:info@afca.org.au)  
 Phone: 1800 931 678  
 Mail: Australian Financial Complaints Authority  
 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 into 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 this Policy and in the relevant document. We may issue other documents forming part of the PDS and the Policy where required or permitted by law.

## Further information and confirmation of transactions

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

## General definitions

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.

**Breakage or Broken** means a fracture extending through the entire thickness of the Glass or in the case of laminated Glass or plastic or perspex, the entire thickness of the laminated Glass, plastic or perspex.

**Building** means a permanently fixed structure at the Situation that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed. Provided that when the word Building is used in the Schedule to describe a Property Insured, it is agreed that the following property is included:

- a. carports, pergolas and canopies;
- b. storage sheds;
- c. walls, fences, gates and letterboxes;
- d. all permanent fittings and fixtures to any Building;
- e. external fixed items:
  - swimming pools, saunas and spas;
  - gangways between Buildings;
  - lights and signs; and
  - air conditioning units and associated piping and wiring;
- f. flag poles;
- g. communications masts, aerials, antennae and dishes;
- h. fixed floor coverings;
- i. bitumen, concrete or Sealed Surface:
  - driveways;

- roadways; and
- carpark

- j. foundations of any Building;
- k. structural improvements to any Building; and
- l. underground and above ground services, for which You are responsible, connected to any Building.

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

**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.

**Consequential Loss** means loss of use, loss of 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.

**Contents** means all office contents of every description not otherwise excluded but does not mean Stock. Where You are a tenant at the Situation, Contents shall also mean:

- a. property owner's fixtures and fittings, window blinds, floor coverings and Glass for which You are liable under the terms of a lease or similar agreement; and
- b. property comprising alterations and/or additions to the Situation by the landlord for Your use in the Business where the cost of reinstatement is Your responsibility in the event of loss or Damage.

**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.

**Debris** means the residue of Damaged Property Insured but does not mean material that is itself a Pollutant or contaminant and is deposited beyond the boundaries of the Situation.

**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 must pay as a contribution 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.

**External Glass** means glass or plastic material used as glass fixed in external windows, doors, showcases or skylights forming part of the Building at the Situation.

**Family** means:

- a. Your spouse, Your partner or Your de facto who lives with You;
- b. Your parents or parents-in-law who live with You;
- c. Your children and children of Your spouse, partner or de facto (not being Your children) who live with You.

**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;
- g. a dam.

**Glass** means Internal Glass or External Glass.

**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.

**Internal Glass** means glass or plastic material used as glass in internal partitions, windows and doors, glass in counters, glass forming shelves and/or Stock restraints, interior showcases, fixed mirrors and other fixed internal glass including ceramic vitreous china urinals and toilet pans and hand basins.

**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.

**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.

**Open Air** means located:

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

**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).

**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.

**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 all tangible property both real and personal shown as insured on the Schedule in respect of each Section and not otherwise excluded which belongs to You, or for which You are legally responsible, or have assumed responsibility to insure prior to the occurrence of any Damage.

**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.

**Safe** means a burglar-resistant container that has been designed to resist fire and attack by hand-held or power operated tools and has been specifically designed for the storage of Money and valuables.

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

**Sealed Surface** means ground surface areas that are packed or plugged to prevent percolation or the passage of fluids.

**Seasonal Increase Periods** means

- a. 60 days prior to and including Christmas Day;
- b. 20 days after and including Boxing Day;
- c. 40 days prior to and including Easter Tuesday;
- d. 7 days after but not including Easter Tuesday;
- e. 40 days prior to and including any celebrated event of a festive, religious or ethnic nature (other than Christmas or Easter) where You can reasonably demonstrate that the Stock levels during that period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of that festive, religious or ethnic event; and
- f. 7 days after the same festive, religious or ethnic event or celebration referred to in e. above

unless replaced Seasonal Increase Periods are specified in the Schedule.

**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 Theft Section or Glass Section.

**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; or
- b. customers' goods including goods and/or merchandise and other items held in trust or on commission for which You are liable.

Stock does not include tobacco, cigars, cigarettes or liquor.

**Strongroom** means a burglar-resistant room that has been designed to resist fire and attack by hand-held or poweroperated tools and has been specifically designed for the storage of Money and valuables.

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

**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; or
- 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, 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 the Commonwealth of Australia except as specifically stated otherwise in the appropriate Section.

## 2. Consequential Loss

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

- a. Consequential Loss of any kind;
- b. legal liability to pay compensation or damages; or
- c. Damage caused by, contributed to by or arising from faults or defects known to You or any employee or representative 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

This Policy does not cover any loss or 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 Theft, Money, General Property and Glass Sections. This exclusion will apply to the other Sections of the Policy.

## 5. Electronic Data

### a. Electronic Data – Part 1

This Electronic Data exclusion is applicable to the following Sections of the Policy:

- Material Damage Section
- Business Interruption Section
- Theft Section
- Money Section
- General Property Section
- Glass Section
- Management Liability Section – Part C – Crime and Part D – Tax Audit

I. These Sections do not insure any Damage 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.

II. However, in the event that any of the matters described in paragraph i. above is caused by a peril listed below (being a peril insured by the relevant Sections but for this exclusion), then the relevant Sections, subject to all their provisions, will insure:

- physical loss of or Damage or destruction to Property Insured directly caused by such listed peril; and/or
- Consequential Loss insured by the Policy.



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.

III. For the purposes of the Basis of Settlement provision in these Sections, computer systems records include Electronic Data.

Any terrorism exclusion in these Sections or any Endorsement thereto prevails over this exclusion.

#### b. Electronic Data – Part 2

This Electronic Data exclusion is applicable to the following Sections of the Policy:

- Machinery Breakdown Section
- Electronic Equipment Section

These Sections do not cover 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;
- III. total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all; or
- IV. any business interruption losses resulting therefrom, regardless of any other contributing cause or event whenever it may occur, unless such Damage is a direct consequence of otherwise insured physical Damage and provided that “Cost of Restoring Data” and/ or “Increase in cost of working” is insured by these Sections.

Any terrorism exclusion in these Sections or any Endorsement thereto prevails over this exclusion.

#### 6. 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 may agree to provide cover provided that You accept Our terms and undertake 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.

#### 7. Unoccupied Buildings

Except for loss or Damage to Property Insured caused by:

- a. lightning, earthquake and subterranean fire; or
- b. impact by any road vehicle or their loads, animals, trees or branches, meteorite, Aircraft or other aerial devices or articles dropped from them, sonic boom or space debris, falling communication masts, towers, antennae or dishes, falling buildings or structures or parts thereof which do not belong to You,

the Policy does not provide any cover at a Building after the Building has been Unoccupied for more than 60 consecutive days.

**Unoccupied** means left vacant by You or any other authorised person whether furniture or other Contents remain or not.

Provided that:

- i. cover will apply at an Unoccupied Building if We have specifically agreed to this in writing;
- ii. cover will resume when that Building is again occupied by You or any authorised persons; and
- iii. You agree to pay Us any additional Premium that We may require.

#### 8. 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.

#### 9. 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.

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.

## 1. Claims procedure

- a. As soon as reasonably possible of You becoming aware of anything happening which may result in a claim under the Policy You must take reasonable steps, 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. To ensure You are covered please contact Us before any repairs or disposal;
  - v. give Us all the information, proof and assistance We reasonably may 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. 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 as soon as reasonably possible; and
  - viii. at all times give Us all the information and assistance We may reasonably require.
- b. You SHOULD NOT:
  - i. 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
  - ii. 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:
  - i. You must comply with all the terms of the Policy including the general conditions before We will meet any claim under this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your noncompliance;
  - ii. 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;
  - iii. Having regard to Your interests and acting reasonably, 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;
  - iv. 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:
  - the amount of any unpaid Premium for the Period of Insurance will be deducted from the amount payable to You; or
  - 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:
  - i. tell Us as soon as reasonably possible; and
  - ii. 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:
  - i. We may, or anybody We appoint may for reasonable purposes and in any reasonable manner:
    1. enter, take or keep possession of the Buildings where destruction or Damage has happened;
    2. take or keep possession of the Property Insured for the purposes of Our investigations; and
    3. 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 this Policy;
  - ii. 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;
  - iii. 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 this Policy. The most We will pay is \$25,000 or 25% of the claim amount otherwise payable, whichever is the lesser, in addition to the specified amount within the applicable Section.

## 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 this 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 after You become aware of it, and
- You pay any reasonable extra Premium which We 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 You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You (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 You must pay Us any additional Premium We require. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or 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 the 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.

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 on demand pay such reasonable additional Premium as 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 neglect.

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. 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;
- 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. One event for earthquake

Only for the purpose of the application of any Excess, all loss or Damage resulting from earthquake occurring during each period of 72 consecutive hours will be considered as one event, whether the earthquake is continuous or sporadic in its sweep and/or scope and the Damage was due to the same seismological conditions. Each event will be considered to have commenced on the first happening of Damage, not within the period of any previous event.

### 14. 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.

### 15. Payment of Excess

You must pay the Excess amount as a contribution to Your claim in accordance with the terms and conditions applicable to the Section of the Policy under which You are claiming. 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.

Should a single event result in You claiming under more than one Section of Your Policy, then only the single highest Excess will apply to all claims that arise out of the one event.

Provided that this shall not apply to claims arising from loss or Damage claimable under the optional benefit "Deterioration of Stock" under Machinery Breakdown Section.

Only one Excess will apply to all Damage resulting from Flood, earthquake, subterranean fire, volcanic eruption, bushfire, storm, hail or rainwater that is continuous, is due to the same general conditions, and occurs within a 72-hour period from the first happening of Damage.

### 16. Progress Payments

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

### 17. 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.

### 18. Reinstatement of Sum Insured

In the event of Damage insured under Material Damage Section, Business Interruption Section, Theft Section, Money Section, Glass Section and General Property Section of the Policy, the amount by which the Sum Insured or Limit of Indemnity 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.

We will not reinstate the Sum Insured on Material Damage Section or Business Interruption Section if We have paid a total loss under either of these Sections.

We will only reinstate the Sum Insured once in any Period of Insurance in relation to the Theft Section and Money Section and the maximum amount We will pay in any one Period of Insurance is therefore limited to twice the Sum Insured under those Sections.

Limited reinstatements are also available under the Management Liability Section – Part A – Directors and Officers Liability and Part C – Crime. For full details refer to the Management Liability Section.

### 19. 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 in respect of the same item and occurrence unless a relevant insured amount has been paid out in full and You have not been fully indemnified, less any applicable Excess, for the loss or Damage.

### 20. 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 to the extent that Your loss would have been recoverable from that third party 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);
  - 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:
  - i. release any statutory governmental, semigovernmental or municipal authority from any liability if required at law, including by contractual agreement, to do so;
  - ii. agree to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause; or
  - iii. 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.



## The cover

Except as otherwise specified, We will pay up to the applicable Sum Insured or sublimit specified herein, subject to a maximum total amount per claim up to the Limit of Indemnity, in accordance with the Basis of Settlement for Property Insured that is accidentally Damaged at the Situation during the Period of Insurance.

## Definitions applicable to this Section

**Breakdown** means the actual breaking, seizing, deformation or melting of any part of the Property Insured while it is in use that is caused by mechanical, electrical or electronic defect that results in sudden and total loss of operation that requires repair or replacement before the Property Insured can resume normal operation.

**Contamination** means the discharge, dispersal, release, escape of any type of Pollutant or contaminant into or upon property, land, atmosphere or any watercourse or body of water including, but not limited to, ground water.

**Documents** means agreements, manuscripts, plans, specifications and writings of every description, office and business records including computer systems records.

**Increased Building Costs** means the difference between the cost of Reinstatement actually incurred in accordance with the Basis of Settlement provisions of this Section and the cost of Reinstatement that would have applied had the catastrophe event not occurred.

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

**Limit of Indemnity** means the amount shown in the Schedule as the Limit of Indemnity for a specific Situation. Provided that this is the maximum amount that We will pay for all loss or Damage that arises out of any one source or original cause at such Situation unless it is specifically stated in this Section that payments are made in addition to this amount.

**Major Loss** means the cost of Reinstatement of Your Building in accordance with the Basis of Settlement provisions of this Section exceeds 70% of the Replacement of Your Building immediately prior to the event.

**Reinstatement** means to restore that part of:

1. the Property Insured that is Damaged; and
2. any undamaged Property Insured which has been dismantled to enable the restoration of the Damaged Property Insured, so that the function, output and construction are similar to that part of the Property Insured when it was new, by repairing it or at Our option (acting reasonably) replacing that part of the Property Insured with similar new property.

**Replacement** means the cost to replace Property Insured with new property that has similar function, output and construction to that of the original Property Insured when it was new. This shall include all charges, fees and costs such as but not limited to local authority permit and approval charges, architects,

engineers and other consultants fees necessarily incurred when replacing the Property Insured.

**Sea** means all oceans, seas, bays, ports or tidal waters.

**Sum Insured** means the individual Sum Insured shown in the Schedule calculated in accordance with the Basis of Settlement that applies to the Property Insured at a specific Situation.

**Specified Item** means the item of Property Insured that is specifically described on the Schedule for this Section.

## Basis of Settlement applicable to this Section

When Property Insured shown in the Schedule is Damaged during the Period of Insurance the following Basis of Settlement will apply at each of the Situations:

### 1.

#### a. Rewriting of records

- i. for Damage to Business books, plans, computer records, patterns and other Business records, We will pay the cost of re-creating the documents that are Damaged; and
- ii. for Damage to Business records of Your customers at the Situation or Your Business records off-site, We will pay up to a maximum of \$50,000 any one loss unless a higher amount is specified in the Schedule.

#### b. Old Plant and Equipment

Unless specifically insured otherwise, for those items kept as spare parts and for any old item kept for use as a backup in an emergency, We will pay the cost of repairs or the second hand replacement value of a similar part of the same age and condition, whichever is less.

#### c. Undamaged foundations

If foundations are not destroyed following an occurrence and any Government or Statutory Authority requires reinstatement of the Property Insured to be carried out on another site, the abandoned foundations will be considered as destroyed. If the resale value of the original Building site is increased due to the presence of the abandoned foundations, the increase in resale value will be paid to Us at the time of sale.

#### d. Output replacement

For any Property Insured which has a measurable function, capability or output and it is necessary to replace the item or items with new property to perform a similar function or functions, We will pay Your claim as follows:

- i. if Property Insured is to be replaced by an item which has the same or lesser total function, capability or output, the amount We will pay is the new installed cost of such replacement item or items;
- ii. if Property Insured is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is no greater than the cost of Reinstatement of the Damaged Property Insured, We will pay the new installed costs of the item or items replaced; or
- iii. if Property Insured is to be replaced by an item or items which have a greater total function, capability or output

and the new installed cost of such replacement property is greater than the Replacement of the Damaged Property Insured, the amount We will pay is the lesser of the cost of Reinstatement or that proportion of the new installed cost of the replacement item or items which the output of the Damaged Property Insured bears to the output of the replacement item or items.

#### e. Stock

For Damage to Stock We will pay the cost of restocking such goods or, if the goods are not restocked, We will pay the Indemnity value of the goods at the time of the Damage.

#### f. Heritage Buildings

For Damage to any Building that is subject to any heritage listing or protection and You choose to rebuild, replace or repair the Building at the same location, We will pay the additional costs of repairing, replacing or reinstating the Building, that are related to obtaining special materials or employing specialised labour to match up or reproduce unique or distinctive ornamental or architectural features of the Building to comply with standards imposed by any lawful heritage protection authority.

However, We will not pay more than the cost necessary to rebuild, replace or repair any such heritage listed Building to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials, if the original materials are not readily available.

#### g. Electronic Equipment and Software

For Damage to electronic equipment and software, We will pay the costs incurred in the repair, restoration and reinstallation of Electronic Data, to replicate the operational capability of the system to a level commensurate with that existing prior to the Damage.

#### h. Work of art, antiques and curios

For all works of art, antiques and curios, We will pay:

- i. the cost of restoring and repairing to a condition substantially the same as before the Damage plus any reduction in market value caused by the Damage; or
- ii. if restoration or repair is not possible, the amount of a valuation by the Auctioneers and Valuers Association of Australia or an independent expert for the individual item Damaged, immediately before the Damage.
- iii. All other Property Insured that is Damaged

For all other Property Insured that is Damaged We will pay for the Reinstatement or Replacement unless "Indemnity" is shown in the Schedule or You wish Us to pay the Indemnity cost for all or any of the Damaged Property Insured as the Basis of Settlement.

## 2. Rebuilding at another location

Following Damage to a Building that is insured by this Section You have the option of rebuilding at the location where the Damage happened or at any other location in Australia. Provided that:

- a. We will not pay more than the cost that would have been incurred if Reinstatement of the Building that is Damaged had taken place at the location where the Damage happened; and

- b. if the actual cost of rebuilding is less than the cost of Reinstatement at the location where the Damage happened then Our payment is limited to the actual cost of rebuilding.

## Limitations of cover applicable to this Section

### 1. Directors' and employees' personal property

Accidental Damage to the personal property of directors, partners and employees of Your Business happening at the Situation is limited to a maximum of \$25,000 any one event.

### 2. Earthquake

Cover for Damage to Property Insured at the Situation caused by earthquake, volcanic eruption, subterranean fire or tsunami. An Excess of \$20,000 or 1% of the Limit of Indemnity (whichever is lower amount) applies to each claim.

### 3. Excess

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

### 4. Limit of Indemnity

We will not pay more than the Limit of Indemnity that applies to the specific Situation per event where the Damage happens unless We have stated otherwise elsewhere in this Section. The Limit of Indemnity for a specific Situation will be reduced by any payment made or due to be made by Us following Damage covered by this Section at that Situation.

### 5. Storm, rainwater, wind, hail or snow

Cover for Damage to textile blinds and awnings, shade cloth, shade houses, fibreglass houses and glass houses, gates, fences, signs and retaining walls caused by or arising from storm, rainwater, wind, hail or snow is limited to a maximum of \$25,000 in total, any one event.

### 6. Under-insurance

If there is a claim for Damage to Property Insured at the Situation covered by the Policy that exceeds 10% of the applicable Limit of Indemnity at that Situation, We will pay that proportion of any claim calculated in accordance with the Basis of Settlement, that the total Sum Insured for all Property Insured at the Situation at the commencement of the Period of Insurance bears to 80% of the cost of reinstating Damage to all Property Insured calculated at the commencement date of the Period of Insurance in accordance with the Basis of Settlement.

Provided that any additional costs incurred when You comply with the requirements of any lawful authority (as described in additional benefits 9. Extra cost of reinstatement), will be omitted from the calculation of Our proportion.

## Additional benefits applicable to this Section

When Damage to Property Insured at the specific Situation is covered by this Section, then provided that We do not pay more in the aggregate than the Limit of Indemnity shown for that Situation, in addition to any allowance for any increase provided under additional benefit 2. - Catastrophe cover, We will pay for the following costs that are incurred as a result of that Damage:

### 1. Capital additions

Reasonable costs incurred by You in the aggregate, up to

\$500,000 or 20% of the Limit of Indemnity shown in the Schedule, whichever is the lesser, for that Situation during the Period of Insurance for the Reinstatement of:

- a. alterations to Buildings; and
- b. other capital additions;

that have been made at the specific Situation during the Period of Insurance.

## 2. Catastrophe cover

If Your Building suffers Damage from an event covered by this Section and We classify the Damage as a Major Loss and the event giving rise to the Damage has led to the declaration by the relevant authority of a state of emergency affecting the area in which Building is situated, We will:

- a. increase the Limit of Indemnity under this Section by up to 20% of the Sum Insured for the Building if Your Building is rebuilt; and
- b. also increase the limits on the amounts We will pay under additional benefit 1. Capital additions and 19. Prevention of imminent Damage by 20%,

to cover Increased Building Costs for labour and material supplies and other increased costs applying after the event.

We will not pay more than the Increased Building Costs actually incurred by You.

We will not pay any amount under this additional benefit until You have incurred costs exceeding the Limit of Indemnity under this Section. We may make progress payments in settlement of any claim for Increased Building Costs. In all other aspects, the normal terms and conditions of the Policy shall apply.

## 3. Demolition and Debris removal

The reasonable costs incurred by You for:

- a. the demolition and removal of Property Insured that is Damaged;
- b. the demolition and removal of any Property Insured that is necessary to allow Reinstatement of Property Insured that has been Damaged; and
- c. the cleaning up, removing, storing and disposing of Damaged Property Insured at or from:
  - i. the Situation; and
  - ii. any other location that You are legally required to remove Debris from or clean up, provided that You do not own Property Insured at this other location and Your liability did not result from an agreement made after the start of the Period of Insurance unless this liability would have existed anyway.

## 4. Deterioration of refrigerated Stock

We will indemnify You for loss of or Damage to perishable Stock whilst contained in cold storage spaces cooled by refrigeration machinery owned by You which occurs during the Period of Insurance at the Situation and which is caused by or as a result of:

- a. Damage to the refrigeration machinery;
- b. failure of controls or protective devices within the refrigeration machinery but this does not include loss caused by the manual operation or manual setting of controls or protective devices;

- c. accidental escape of refrigerant into the cold chamber;
- d. sudden leakage of refrigerant from the refrigeration machinery or pipe systems forming part of the refrigeration machinery, or
- e. sudden and unforeseen failure of the public power supply.

The most We will pay for any one event and for all claims in the aggregate for this additional benefit during any one Period of Insurance is \$5,000.

We will not pay for any loss or Damage under this additional benefit caused by, contributed to by or arising from:

- a. shrinkage, inherent defects or diseases;
- b. improper storage, collapse of the packing material or storage structure;
- c. refrigeration machinery that was faulty at the time of the loss or Damage or which had not been adequately maintained;
- d. penalties or delay or detention or Consequential Loss or Damage or liability of any nature whatsoever; or
- e. loss of public power supply due to:
  - i. the deliberate act of any public power supply authority unless performed for the sole purpose of safeguarding life or protecting a part of the supply system;
  - ii. the decision by any public power supply authority to restrict or withhold supply excepting a scheme of rationing necessitated by damage to any part of the supply system; or
  - iii. shortage of power generation fuel or water.

## 5. Discharge of mortgage cost

We will pay the legal costs associated with the discharge of a mortgage or mortgages on Buildings following settlement of a claim on a total loss basis.

Provided that this additional benefit is limited to \$30,000 any one event.

## 6. Documents

We will cover You for loss of or Damage to Documents anywhere within Australia during the Period of Insurance whilst:

- a. in the actual possession of You or any of Your partners, directors or authorised employees including whilst held in their private residence; or
- b. in the actual possession of any other person with whom the Documents have been entrusted to or deposited with in the normal course of business;

but excluding Documents in transit by courier or post.

We will pay the cost of:

- a. reinstating, replacing, reproducing or restoring Your Documents, including information contained in or on them, but excluding the value to You of that information; or if this is not required
- b. the replacement cost of materials as blank stationery at the time and place of the loss or Damage.

The most We will pay for this additional benefit is 30% of the Contents Sum Insured any one event.

## 7. Exploratory expenses

The reasonable cost incurred by You to detect the point of bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks, fixed appliances, fixed pipes or other systems, during the Period of Insurance, at the Situation used to hold or carry liquid or gas provided that the bursting, leaking, discharging or overflowing has caused or may reasonably be expected to cause Damage to Property Insured. We will not cover the repair or Replacement of such apparatus, appliances, tanks, pipes or other systems, unless Damaged by a peril or event insured under this Section.

Provided that this additional benefit is limited to \$30,000 any one event.

## 8. Expediting expenses

The costs and expenses incurred by You for express carriage rates and extra payments for overtime or out of hours work incurred in connection with the repair or Reinstatement of the Property Insured that is Damaged.

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

## 9. Extra cost of reinstatement

The additional costs incurred by You to reinstate Property Insured in complying with the requirements of any lawful authority that are imposed after the Damage including orders in relation to undamaged portions of the Building at the Situation.

Provided that We will not pay for any costs that would have been incurred when complying with the requirements of any lawful authority that applied to the Property Insured at the Situation prior to the Damage.

## 10. Fees and costs

Fees and costs such as, but not limited to, local authority permit and approval charges, architects, engineers and other consultants, including those involving inquiries, necessarily and reasonably incurred in Reinstatement of Property Insured that is Damaged.

## 11. Firefighting and authority costs

The cost of refilling firefighting appliances used in putting out a fire at or adjoining the Situation threatening Property Insured and any additional cost payable by You to a fire brigade, firefighting authority or an authorised government authority for attendance at a fire or chemical emergency involving the Property Insured.

Provided that the wages of any full-time members of a works fire brigade are not covered by this additional benefit and this additional benefit is limited to \$100,000 in total, any one event.

## 12. Floating Stock

We will cover loss of or Damage to Stock shown in the Schedule during the temporary transfer of Stock between Situations provided that:

- a. there are at least two Situations specified in the Schedule and a Sum Insured has been separately shown for Stock at each Situation including the affected Situation; and
- b. Stock is transferred between the Situations as usual Business practice.

We will not provide any cover under this additional benefit for Stock that is temporarily located to the other Situation for a period that exceeds 90 days unless We have agreed in writing to an extended period and You have agreed to pay Us any additional Premium We may require.

## 13. Floor space ratio index

When the cost of rebuilding a Building that is Damaged costs more than 50% of the Replacement of the entire Building, and rebuilding is only permissible subject to a reduced floor space to land area ratio or index, then We will also pay the difference between:

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

The above amounts shall include the additional costs incurred to meet the requirements of any lawful authority as described in additional benefit – 9. Extra cost of reinstatement.

## 14. Green insurance benefit

We will cover You for the additional costs of repairing or replacing the Property Insured which has been suffered loss or Damage during the Period of Insurance with materials or equipment that will improve the energy or water efficiency of the property.

The most we will pay in respect of any one event for this additional benefit is 10% of the repair or replacement costs or \$10,000, whichever is the lesser.

## 15. Loss of land value

We will extend the cover for the reduction in the land value up to \$100,000 or 20% of the Limit of Indemnity, whichever is lesser, for the Situation where the Damage happened, which results from the requirements of any legal authority that does not allow rebuilding or only allows partial rebuilding at the Situation.

Provided that this shall be calculated by subtracting the land value after rebuilding or if rebuilding is not possible from the land value before the Damage.

## 16. Make safe and temporary repair expenses

The cost incurred to make the Property Insured or surrounding areas of the Situation safe following Damage, including temporary repairs, shoring up, propping and/or underpinning Property Insured.

Such costs shall include professional fees necessarily incurred and amounts payable to any lawful authority for submissions, permit fees and charges in connection with the work entailed.

## 17. Prevention of imminent Damage

The necessary costs reasonably incurred by You to protect the Property Insured during the Period of Insurance:

- a. to extinguish a fire on or in the vicinity of Your Situation which causes or threatens loss or Damage to Property Insured;

- b. to prevent or diminish imminent Damage to Property Insured; and
- c. for the temporary protection and safety of Property Insured at the Situation, following a specific advice by police or state emergency services, including the employment of security services.

Provided that this additional benefit is limited to \$100,000 any one event and in total for all claims during any one Period of Insurance.

### 18. Property at home residence

We will cover You for loss or Damage to Property Insured during the Period of Insurance whilst in the possession of any of You or Your partners, directors or employees authorised to hold the Property Insured at their private residence. Provided that:

- a. the most We will pay for this additional benefit will be 10% of the Contents Sum Insured or \$25,000 any one event, whichever is the lesser; and
- b. while Property Insured is in transit to and from the private residence, cover is limited to Damage arising out of:
  - i. fire;
  - ii. lightning or thunderbolt;
  - iii. explosion;
  - iv. earthquake;
  - v. impact by Aircraft or other aerial devices or articles dropped from them;
  - vi. the acts of persons taking part in riots, civil commotions, or labour disturbances or strikers or locked out workers;
  - vii. malicious Damage;
  - viii. wind or rainwater;
  - ix. water bursting, overflowing, discharging or leaking from water tanks, pipes or apparatus;
  - x. sprinkler leakage;
  - xi. Flood, if optional benefit Flood has been taken; or
  - xii. impact by a vehicle.

### 19. Removal of trees and branches

We will pay the reasonable costs incurred by You to remove and dispose of any branch or tree that has fallen causing impact Damage to Property Insured. We will also pay cost of stump removal when required.

### 20. Seasonal increase

The Limit of Indemnity for the specific Situation is increased by 50% of the Sum Insured for Stock for losses occurring during Seasonal Increase Periods.

If Your Sum Insured on Stock is included on another item on Your current Schedule, We will only apply the increased cover to the portion of the Sum Insured that relates to Stock.

Provided that this additional benefit will not extend the insurance beyond the Period of Insurance noted in the Schedule.

### 21. Temporary removal to other premises

We will extend the cover provided by this Section to Property Insured while it is temporarily removed from any Situation shown in the Schedule to some other premises in Australia for any period up to 90 days.

Provided that:

- a. this additional benefit is not provided to Property Insured whilst in transit;
- b. this additional benefit does not apply whilst the property is at a home residence of You or Your partners, directors or employees;
- c. this additional benefit is only available to Contents and/or Stock or Specified Items that have a Sum Insured shown for the Situation at which this Property Insured is normally located;
- d. if Property Insured comprising parts of the Building or the landlords premises is temporarily removed for service or repair then specific exclusion 4.a. of this Section does not apply for that item or items whilst at the other premises for this purpose; and
- e. the most We will pay under this additional benefit is 20% of the Sum Insured that applies to this Property Insured at the Situation at which the Property Insured is normally located.

### 22. Unpacking expenses

We will pay up to \$5,000 any one event for the reasonable cost and expenses incurred by You in taking inventory (including unpacking, repacking and restacking) to identify, quantify and value any Property Insured Damaged during the Period of Insurance including examination of property not belonging to You but in Your care, custody or control.

### Extra covers applicable to this Section

#### 1. Disposal of salvage

We will not sell or dispose of any salvage without giving You the opportunity to retain it at its salvage value, but this extra cover does not allow You to abandon Property Insured to Us.

#### 2. Indexation at renewal

To help reduce the risk that You will be underinsured, We automatically increase the Sum(s) Insured at each renewal according to the most appropriate price indices, as determined by Us. The Premium and relevant government charges You pay will be based on the adjusted amounts shown in the Schedule.

This automatic Sum Insured adjustment at renewal does not replace Your responsibility for reviewing the Sum Insured at renewal. You are not required to accept the revised Sums Insured and can ask Us to amend them at any time.

#### 3. Minimisation of Damage

We will pay for the reasonable cost of removing Property Insured from the Situation, and any Damage resulting from the removal, if the Situation is threatened by Damage covered under this Section and the purpose of the removal was to prevent or minimise Damage insured under this Section.



#### 4. New premises – temporary cover

We will temporarily extend the cover provided by this Section to Property Insured at any premises that are used by Your Business for the first time during the Period of Insurance.

Provided that:

- a. this temporary cover is limited to a period of 90 consecutive days from the day that You first use new premises;
- b. this temporary cover is not available to Property Insured that is not shown as insured in the Schedule;
- c. for each of the Property Insured shown in the Schedule this temporary cover is limited to 50% of the Sum Insured for that Property Insured;
- d. if more than one Situation is shown in the Schedule then this 50% limitation will apply to the highest Sum Insured that applies to a specific type of Property Insured; and
- e. the new premises have building and security features that are similar to those at one of the Situations shown in the Schedule, having the same occupation.

If You request and We agree to cover the Property Insured at the new premises beyond the 90 consecutive day period, the cover will be extended provided that You provide Us with full details of the new premises and You must pay any additional Premium We ask for.

#### Optional benefits applicable to this Section

##### 1. Flood

When "Flood" cover is shown in the current Schedule as covered, We will cover loss of or Damage to Property Insured caused by Flood and the Specific exclusion applicable to this Section 3.n. is deleted.

#### Specific exclusions applicable to this Section

1. We will not cover You for Damage insurable under any other Section or Sections of the Policy. This exclusion does not apply to any Damage which would only be insurable under any other Section or Sections because it fell within an extra cover or additional benefits in that Section;
2. We will not pay loss or Damage to:
  - a. furs, jewellery, gold, silver, platinum, pearls, diamonds, sapphires, rubies and other precious stones unless they are within the Building at the Situation and then limited to an amount not exceeding \$10,000 in total in any one Period of Insurance unless these items are Stock and Stock is shown in the Schedule as being insured;
  - b. curios, antiques or works of art unless they are within the Building at the Situation at the time of the Damage and then limited to an amount not exceeding \$25,000 in total in any one Period of Insurance unless expressly stated otherwise in the Schedule as a Specified Item;
  - c. Money;
  - d. Glass, unless such Glass is directly Damaged by
    - fire, lightning, explosion, impact, storm and tempest or earthquake;

- Flood, if optional benefit 1. – Flood is shown as covered on Your Schedule;
- riot, civil commotion, persons taking part in industrial disputes; or
- persons acting maliciously, other than where such Glass is cracked or Broken through its entire thickness,

Provided that when reinstating Damage to Glass under this clause, We will, when necessary, also reinstate Damage to frames, signwriting, coatings and alarm tapes;

- e. Property Insured in transit outside of the Situation other than:
  - i. during incidental movement of Property Insured within Situations occupied by You; and/or
  - ii. as provided under additional benefit 18. Temporary removal to other premises;
- f. Aircraft, locomotives, rolling stock, watercraft whilst in water;
- g. motor vehicles or trailers, caravans or motorcycles all while registered or licensed to travel on a public road, provided that this does not apply to:
  - i. mobile plant and equipment (excluding cars, sedans, panel vans and trucks) not otherwise insured by a policy entered into by a third party or by a policy required by law;
  - ii. motor vehicles or trailers, caravans or motorcycles that are Stock of Your Business;
- h. animals;
- i. canals, dams, tunnels, reservoirs other than tanks and their contents;
- j. standing timber, growing crops, plants, land including top soil and fill, landscaping, gardens and pastures.

Provided that:

- i. when reinstating Damage to a Building, landscaping, plants and gardens are Property Insured; or
  - ii. potted plants are Property Insured when insured as Contents; when they are used to restore landscaping, plants, potted plants and gardens to a condition similar to that immediately prior to the Damage;
  - k. property being constructed, built, erected, altered or dismantled, including all associated materials or supplies, provided that this does not apply to additional benefit 1. Capital additions or to that portion of the Building or part of any Property Insured that is not directly affected by such work;
  - l. any pressure vessel (including a boiler) not used solely for domestic purposes, that has a value of more than \$250,000, and where the Damage is directly caused by the explosion or implosion of such pressure vessel; and
  - m. landlord's fixtures and fittings unless these are included as part of the Sum Insured for Buildings.
3. We will not cover You for Damage caused by:
    - a. inherent vice or latent defect, wear and tear, gradual deterioration, fading, developing flaws, scratching, marring, normal upkeep or any gradual cause;

- b. Breakdown, failure, malfunction;
- c. corrosion, rust, oxidation, any form of fungus, wet or dry rot, unless these are the direct result of an event covered by this Section of the Policy;
- d. change in colour, flavour, texture or finish;
- e. dampness of atmosphere, variation in temperature, or exposure to light;
- f. loss of weight, evaporation, shrinkage;
- g. creeping, heaving, normal settling, shrinkage, seepage, vibration, expansion in Buildings, pavements, roads, car parks and the like;
- h.
  - i. error or omission in design, plan or specification or failure during testing;
  - ii. faulty materials or workmanship;
 provided that this Exclusion 3.h. shall not apply to subsequent loss or Damage to Your Property Insured (not otherwise excluded) resulting from an event referred to in this exclusion;
- i. infidelity, dishonesty, embezzlement, misappropriation or fraud including forgery, erasure, counterfeiting by You or any of Your employees;
- j. loading or unloading;
- k. erosion, subsidence, landslide or mudslide or any other earth movement but We will cover loss or Damage caused by a landslide or subsidence that occurs within 72 hours of, and directly because of, a storm, earthquake, subterranean fire, volcanic eruption or water escaping from a water main owned by a water supply authority;
- l. demolition ordered by any lawful authority as a result of failure by You to comply with any lawful requirement;
- m. the action of the Sea or high water, unless caused by or arising from a direct consequence of an earthquake or seismological disturbance;
- n. Flood, however We will pay if optional benefit 1 – Flood is shown as covered on Your Schedule;
- o. faults or defects known to You or any of Your employees whose knowledge in law would be deemed to be Your knowledge and not disclosed to Us at the time this insurance was arranged, extended, varied or renewed;
- p. the cessation of work (whether total or partial), interruption or retarding of any process or operation as a result of any industrial dispute;
- q. data processing or media failure or Breakdown or malfunction of a processing system including operator entry or omission;
- r. deliberate and unauthorised corruption, amendment or erasure of data by You or Your directors, partners, employees, officers or any other person who has an interest in the Property Insured whether acting alone or in collusion with any other person;
- s. Computer Virus;

- t. the gaining of unauthorised access to Your computer via any communication system by any person other than You or Your directors, partners, employees, officers or any other person who has an interest in the property;
- u. an electrical device (including wiring) caused by a surge in electrical current;
- v. the operation or presence of any computer program that alters or erases data or programs in a manner that is undesired by You;
- w. the actual breaking, seizing, deformation or melting of any part of the Property Insured while it is in use that is caused by mechanical, electrical or electronic defect that results in sudden and total loss of operation that requires repair or replacement before the property can resume normal operation;
- x. explosion or implosion of any pressure vessels (including any boilers):
  - i. where the load on the safety valve upon the particular pressure equipment was in excess of the manufacturer's specification at the time of any Damage and this caused or contributed to the Damage;
  - ii. where any safety valve limiting pressure was removed or rendered inoperative; or
  - iii. due to failure of the supply of water, gas, electricity or fuel.

Provided that We will pay for any Damage to Property Insured that is not otherwise excluded that results from Damage caused directly by or arising directly from any of these causes.

- 4. We will not cover Damage caused by or arising from:
  - a. theft other than physical Damage to Property Insured at the Situation during theft or any attempted theft and/or theft of parts of the Building when Buildings are insured;
  - b. any legal liability You have other than the legal liability that is covered by the additional benefit 3. Demolition and Debris removal;
  - c. the incorrect siting of Buildings as a result of error in design or specification, faulty workmanship or non-compliance with the requirements of any lawful authority;
  - d. any unexplained inventory shortage or disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials or goods;
  - e. Contamination, pollution, smoke or smut except where caused directly by fire, lightning, explosion, impact by any road vehicle or animal, Aircraft or other aerial devices or articles dropped by them, falling communication masts, towers, antennae or dishes, falling buildings or structures or parts thereof, meteorite, riot, civil commotion, persons taking part in an industrial dispute, persons acting maliciously, Flood (if optional benefit 1. – Flood is shown as covered on Your Schedule), earthquake, storm, the bursting, overflowing or discharge of tanks, apparatus or pipes containing water or liquid of any kind, or sprinkler leakage.

# Theft Section

## The cover

We will pay You in accordance with the Basis of Settlement for the cost of replacing or repairing Property Insured following Theft from the Situation happening during the Period of Insurance.

## Definitions applicable to this Section

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

**Documents** means deeds, wills, agreements, manuscripts, plans, specifications and writings of every description, office and business records including computer systems records.

**Theft** means Damage by theft or attempted theft.

## Basis of Settlement applicable to this Section

At Our option (acting reasonably), We will with respect to:

### 1. Stock

- a. pay You the market value of the Stock at the time of the Theft;
- b. replace or repair the Stock with property or materials equal to or of a similar standard and specification as the Stock before the Theft; or
- c. pay the cost of repair or replacement of the Stock.

### 2. Contents

- a. repair or replace the Contents; or
- b. pay You the cost of repair or replacement of the Contents.

## Limitations of cover applicable to this Section

### 1. Sum Insured

- a. for each specific type of Property Insured We will only pay up to the Sum Insured that applies to that specific type of Property Insured as shown in the Schedule;
- b. following Theft covered by this Section We will reduce the Sum Insured for the specific Property Insured that is affected by the Theft by an amount equal to any payments made or due to be made by Us.

### 2. Excess

You are liable for the Excess for each and every event that results from Theft.

## Additional benefits applicable to this Section

### 1. Clothing and personal effects

If clothing or personal effects are Damaged during a Theft, We will pay in addition to the Sum Insured, the cost of replacing these items.

Provided that the total amount payable under this additional benefit is limited to \$25,000 in total, any one event. If You are also insured under the Money Section, the benefits payable under additional benefits "1. Clothing and personal effects" shall not be cumulative.

### 2. Damage to Building

We will pay in addition to the Sum Insured the cost of repairing Buildings that are physically Damaged during Theft at that Situation. Provided that the maximum amount We will pay is limited to \$10,000 in total any one event or any higher amount as amended by Endorsement and shown in the Schedule.

### 3. Damage to Safes or Strongrooms

We will cover You for loss of or Damage to Safes or Strongrooms caused by unauthorised people attempting to gain entry to a Safe or Strongroom.

We will pay up to \$5,000 any one event in addition to the Sum Insured.

If You are also insured under the Money Section, the benefits payable under this additional benefit and additional benefit "2. Damage to Safes, Strongrooms and cash carrying bags" shall not be cumulative.

### 4. Death following assault

If any person is injured while protecting or attempting to protect the Property Insured from Theft during the Period of Insurance and death results from this injury within 12 months, We will pay \$10,000 in addition to the Sum Insured, to the estate of that person.

If You are also insured under the Money Section, the benefits payable under additional benefits "3. Death following assault" shall not be cumulative.

### 5. Disposal of Damaged property

We will also pay in addition to the Sum Insured the costs necessarily incurred by You to dispose of Damaged Property Insured which has no salvage value.

Provided the maximum We will pay is limited to \$5,000 in total any one event.

### 6. Documents

We will cover You for Theft of Documents anywhere within Australia during the Period of Insurance whilst:

- a. in the actual possession of You or any of Your partners, directors or authorised employees including whilst held in their private residence;
- b. in the actual possession of any other person with whom the Documents have been entrusted to or deposited within the normal course of business;

but excluding:

- a. Documents in transit by courier or post;
- b. Theft whilst in an unattended vehicle, unless there was forcible and violent entry into the vehicle.

In the event of a claim, We will pay:

- a. the cost of reinstating, replacing, reproducing or restoring Your Documents, including information contained in or on them, but excluding the value to You of that information; or, if this is not required
- b. the replacement cost of materials as blank stationery at the time and place of the Damage.

The most We will pay for this additional benefit is up to a limit of 30% of the Contents Sum Insured any one event.

## 7. Employee dishonesty

We will cover You for loss of Property Insured as a result of Theft, fraud or dishonesty by Your employees during the Period of Insurance provided that:

- a. the maximum amount payable will not exceed \$10,000 per event;
- b. the loss is discovered within 45 days of its occurrence.

If You are also insured under the Money Section or Management Liability Section "Part C – Crime", the benefits payable under this additional benefit and those Sections shall not be cumulative.

## 8. Green Insurance benefit

We will cover You for the additional costs of repairing or replacing the Property Insured as a result of Theft during the Period of Insurance with materials or equipment that will improve the energy or water efficiency of the property.

The most We will pay in respect of any one event for this additional benefit is 10% of the repair or replacement costs or \$10,000 whichever is lessor.

## 9. Illegal use of corporate financial transaction card

If the Policy covers Your Contents and any corporate credit card used by the Business is lost or stolen during the Period of Insurance, We will pay any financial loss sustained by You arising from the illegal use of the card by an unauthorised person.

Provided that We will not pay:

- a. any financial loss arising from the misuse or illegal use of corporate credit cards by Your employees or any other person acting in collusion with an employee of Yours; or
- b. more than \$5,000 in total for any one loss or event.

## 10. Key, locks and combinations

If during the Period of Insurance any locks, keys, magnetic keys or cards or similar devices and combinations used at the Situation are accidentally lost, stolen or there are reasonable grounds to believe these have been duplicated or known to any unauthorised person, We will pay in addition to the Sum Insured:

- a. the cost incurred to replace the locks, keys, magnetic keys or cards or similar devices;
- b. the cost incurred to replace the sequence of numbers or letters which become known by any unauthorised person; and
- c. other costs that are necessarily incurred to restore the security of the Situation to the same level of security that existed prior to the loss of these keys, magnetic keys or cards or similar devices or combinations.

Provided that the maximum amount that We will pay is limited to \$10,000 in total, any one event. If You are also insured under the Money Section, the benefits payable under additional benefits "4. Keys, locks and combinations" shall not be cumulative.

## 11. Property at home residence

We will cover You for Theft of Property Insured whilst in the possession of You or any of Your partners, directors or employees authorised to hold Property Insured at their private residence.

Provided that:

- a. the most We will pay for this additional benefit will be 10% of the Sum Insured for Contents or \$25,000 any one event, whichever is the lesser;
- b. cover is only provided for Property Insured that is office and electronic equipment;
- c. will not provide cover for Property Insured whilst in transit;
- d. the additional benefit will not apply to any other premises where the physical security and protection do not meet the minimum security requirements of deadlocked doors and key locked windows.

## 12. Rewriting of records

Following a Theft which is covered by this Section We will pay in addition to the Sum Insured the costs necessarily incurred by You to re-create Business books, plans, computer system records, patterns, security deeds and other records.

Provided the maximum amount that We will pay during the Period of Insurance is limited to \$50,000 or any higher amount as amended by Endorsement and shown in the Schedule.

## 13. Seasonal increase

The Sum Insured for Stock is increased by 50% for losses occurring during the Seasonal Increase Periods.

Provided that this additional benefit will not extend the insurance beyond the Period of Insurance noted in the Schedule.

## 14. Security

We will pay in addition to the Sum Insured the costs necessarily incurred by You to replace and develop security film and restore the security system to its former functionality following a Theft that is covered by this Section.

Provided that the maximum amount We will pay is limited to \$10,000 in total, any one event. If You are also insured under the Money Section, the benefits payable under additional benefits "6. Security" shall not be cumulative.

## 15. Temporary protection and watchmen

Following a Theft that is covered by this Section We will pay in addition to the Sum Insured the costs necessarily incurred by You to safeguard the premises such as temporary repairs and the employment of watchmen or guards.

Provided that the maximum amount that We will pay is limited to \$15,000 in total, any one event. If You are also insured under the Money Section, benefits payable under additional benefits "8. Temporary protection and watchmen" shall not be cumulative.

## 16. Temporary removal to other premises

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

Provided that:

- a. Damage occurs as a consequence of Theft of Property Insured during the Period of Insurance;
- b. this additional benefit does not apply whilst the property is at a home residence of You or any of Your partners, directors or employees;
- c. We will not cover Property Insured that is on consignment to other parties unless it is owned by You or is Property Insured for which You are responsible;
- d. the maximum amount We will pay for this extra cover will be 20% of the Sum Insured any one event; and
- e. this extra cover will not apply to any Property Insured, which has been removed for a period greater than 90 days without Our prior written consent.

## 17. Tenanted Situation

We will also pay in addition to the Sum Insured for Property Insured, the cost of repairing or replacing Your landlord's premises or property (other than Glass) for which You are liable under the terms of Your lease or rental agreement arising from Theft at the Situation.

Provided that the maximum amount We will pay is limited to \$10,000 in total for any one event.

## 18. Theft of fixtures and fittings

We will cover Theft of fixtures and fittings attached to or forming part of the Building.

Provided that the maximum amount We will pay is limited to \$2,000 during any one Period of Insurance.

## 19. Theft, fraud or dishonesty by Your employees

We will cover Theft of Property Insured by Your employees during the Period of Insurance.

Provided that:

- a. the maximum amount We will pay is limited to \$1,000 during any one Period of Insurance;
- b. the Theft is discovered within 21 days of its occurrence; and
- c. if You are also insured under the Money Section, the benefits payable under additional benefits "7. Theft, fraud or dishonesty by Your employees" shall not be cumulative.

## Extra covers applicable to this Section

### 1. New premises – temporary cover

We will temporarily extend the cover provided by this Section to Property Insured at any situation that is used by Your Business for the first time during the Period of Insurance.

Provided that:

- a. this temporary cover is limited to a period of 90 consecutive days from the day that You first use the new premises;
- b. this temporary cover is not available to property that cannot be designated to a specific type of Property Insured that is shown as insured in the Schedule;
- c. for each specific type of Property Insured shown in the Schedule this temporary cover is limited to 50% of the Sum Insured for that specific Property Insured; or
- d. if more than one Situation is shown in the Schedule then this 50% limitation will apply to the highest Sum Insured that applies to a specific type of Property Insured; and
- e. the new premises have building and security features that are similar to those at one of the Situation(s) shown in the Schedule, having the same occupation.

If You request and We agree to cover the Property Insured at the new premises beyond the 90 consecutive day period, the cover will be extended provided that You provide Us with full details of the new premises and pay any additional Premium We ask for.

## Specific exclusions applicable to this Section

We will not pay for:

1. loss or Damage arising directly or indirectly out of or in any way connected with Theft to:
  - a. jewellery, furs, bullion, precious metals or precious stones for an amount in excess of \$2,500 for any one item or \$10,000 in total during the Period of Insurance;
  - b. curios or works of art for an amount in excess of \$25,000 any one item and in total per Period of Insurance;
2. Theft of Money including negotiable instruments such as but not limited to cheques, stamps, money orders, vouchers and tickets;
3. Theft of motorised vehicles and/or watercraft;
4. unexplained disappearances or unexplained shortages whether resulting from clerical or accounting errors or shortages in the supply of materials to or by You;
5. Consequential Loss of any kind;
6. the dishonest manipulation of any database or computer system;
7. Damage to Glass (including washbasins, sinks, toilet pans or cisterns, or cost of replacing sign writing, ornamentation, reflective materials and burglar alarm tapes attached to Glass) unless it is Stock;
8. Theft arising directly or indirectly out of or in any way connected with Your relaxing or changing any security precaution that reduces its effectiveness without Our consent; and
9. Theft of Property Insured in the Open Air.



## The cover

We will pay, in accordance with Basis of Settlement, up to the Sum Insured shown in the Schedule for Loss of Money during the Period of Insurance for the following events:

### a. Money in Transit

Money in Transit or in a night Safe or automatic teller machine until removed by a Financial Service Provider employee. Provided that this cover only applies up until the close of business on the next bank trading day from the time the Transit commenced.

### b. Money on the Situation during Business Hours

Money on the Situation during Business Hours when not contained in a Locked Safe or Locked Strongroom.

### c. Money on the Situation outside Business Hours

Money on the Situation outside Business Hours when not contained in a Locked Safe or Locked Strongroom.

### d. Money in a Locked Safe or Locked Strongroom

Money contained in a Locked Safe or Locked Strongroom.

### e. Money in private residence

Money in Your personal custody or the personal custody of an authorised person while in a private residence until the closing time on next business day when the Money can be deposited with a Financial Service Provider.

## Definitions applicable to this Section

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

**Business Hours** means Your Business and office hours including overtime hours when You or Your employees are on the Situation for Business purposes.

**Financial Service Provider** means a bank, building society or credit union or an agency for any of these that is in the business of providing banking services to the public.

**Locked** means to engage locking mechanisms and activate all security features of a device so that the maximum level of security obtainable by the device is achieved.

**Loss and Lost** means accidental loss, Damage or destruction.

**Money**, for the purpose of this Section only, is extended to include Money held in trust or of which You are responsible and for which the Loss is not otherwise insured by a policy entered into by a third party or by a policy required by law and shall also include any cash carrying bag used with the Transit.

**Transit** means Money in Your personal custody or in the custody of persons authorised by You whilst in Transit within Australia. The Transit shall be deemed to have commenced immediately the Safe or Strongroom is unlocked for the purpose of removing and immediately transporting the Money from the Situation. Money in Transit includes Money while contained in the night Safe, night depository chute or automatic teller machine of any Financial Services Provider. Our liability ceases at the time Your Financial Service Provider ceases trading on the next business day following the deposit therein.

Wages and salaries collected from the bank but not paid to employees is in "Transit" until it is physically in the control of employees.

**You or Your**, for the purpose of this Section only, is extended to include Your directors, officers, partners, employees and if You are a registered club, Your club members while acting for the club.

## Basis of Settlement applicable to this Section

If We agree to pay a claim for Loss of Money (other than certificates of stock, bonds, coupons and all other types of securities or travellers cheques) We will pay the amount of Money Lost.

In the case of any certificates of stock, bonds, coupons and all other types of securities the amount of the securities will be calculated as follows:

- a. if the securities can with Our approval be replaced, the cost of replacement paid or payable by You; or
- b. otherwise, the greater of:
  - i. the price for which You purchased them;
  - ii. the closing market value on the last business day prior to the date of discovery by You of the Loss or destruction of the securities; or
  - iii. if the time of discovery by You is after the close of the market, their closing market value on the day of discovery by You.

In the case of a Loss of subscription, conversion or redemption privileges through the Loss of any security, the value of such privileges will be the value immediately preceding the expiration of the subscription, conversion or redemption, in the currency in which the Loss was sustained.

Losses sustained in currencies other than Australian dollars will be calculated by converting the amount of Loss to Australian dollars at the market rate at the time of settlement of the Loss or such other rates as may have been expressly agreed with Us. If there is no market price or value on the relevant day, then the value shall be agreed between You and Us, or in default, We and You shall submit to mediation and be bound by the decision of the mediator.

In the case of travellers cheques, discount house vouchers or lottery tickets, the amount will be calculated at the original purchase price incurred by You.

In the case of "Damage to Safes or Strongrooms", We will, at Our option (acting reasonably):

- a. repair the Safe or Strongroom;
- b. replace the Safe or Strongroom with an item of a specification equal to but not better or more extensive than it was when new;
- c. if the Loss is confined to part of the Safe or Strongroom, repair or pay You the cost of repair of that part plus the cost of any necessary dismantling and reassembling;
- d. pay You the cost of repairing or replacing the Safe or Strongroom; or
- e. pay You the Sum Insured for Damage to Safes or Strongrooms.

We will not pay costs of alterations, improvements or overhauls carried out when the Safe or Strongroom is being repaired or replaced.

## Limitations of cover applicable to this Section

### 1. Excess

You are liable for the Excess for each and every event that results in a claim for Loss.

### 2. Sum Insured

The maximum amount We will pay is the Sum Insured shown on the Schedule for the specific cover taken unless We have stated otherwise elsewhere in this Section.

## Additional benefits applicable to this Section

In addition to the Sum Insured:

### 1. Clothing and personal effects

If during a Theft or attempted Theft of Money, clothing and personal effects are Lost, then We will pay to repair or replace these items.

Provided that the total amount payable under this additional benefit is limited to \$10,000 in total, any one event. If You are also insured under the Theft Section, the benefits payable under additional benefit 1. "Clothing and personal effects" shall not be cumulative.

### 2. Damage to Safes, Strongrooms and cash carrying bags

If Money is stolen or there is an attempt at stealing Your Money from Your Safe or Strongroom during the Period of Insurance, We will pay You:

- a. the cost of opening the Safe or Strongroom and to repair or replace any loss or Damage to the Safe or Strongroom that was caused by the theft or attempted theft; and
- b. for loss of or Damage to Your cash carrying bag that was caused by the theft or attempted theft.

The maximum amount We will pay is \$10,000 any one event or any higher amount shown in the Schedule.

If You are also insured under the Theft Section, the benefits payable under this additional benefit and additional benefit "3. Damage to Safes or Strongrooms" shall not be cumulative.

### 3. Death following assault

If any person is injured while protecting or attempting to protect Money from theft or attempted theft during the Period of Insurance and death results from this injury within 12 months We will pay \$10,000 to the estate of that person. If You are also insured under the Theft Section, the benefits payable under the additional benefit "4. Death following assault" shall not be cumulative.

### 4. Keys, locks and combinations

if Money in Locked Safe or Locked Strongroom is shown in the Schedule as insured then We will pay:

- a. to replace locks, keys, magnetic keys or cards or similar devices, or to change the sequence of numbers or letters, or numbers and letters to any Safe or Strongroom if:
  - i. as a result of Loss, keys or combinations are stolen or there are reasonable grounds to believe that keys have been duplicated;

- ii. keys, magnetic keys or cards or similar devices are accidentally Lost;
  - iii. the sequence of numbers or letters, or numbers and letters becomes known by any unauthorised person or are accidentally Lost; or
  - iv. circumstances have allowed the unauthorised duplication of keys, magnetic keys or cards or similar devices;
- b. the cost of opening Safes and Strongrooms following Loss of keys, magnetic keys or cards or similar devices.

Provided that the total amount payable under this additional benefit is limited to \$10,000 in total, any one event. If You are also insured under the Theft Section, the benefits payable under the additional benefit "10. Keys, locks and combinations" shall not be cumulative.

### 5. Seasonal increase

The Sum Insured for Money is increased by 50% for Loss occurring during the Seasonal Increase Periods.

Provided that this additional benefit:

- a. will not extend the insurance beyond the Period of Insurance noted in the Schedule; and
- b. does not apply to Money on the Situation outside of Business Hours; and
- c. will not apply to the individual days mentioned under the extra cover "1. Bank or public holiday increase".

### 6. Security

We will pay in addition to the Sum Insured the costs necessarily incurred by You to replace and develop security film and restore the security system to its former functionality following a Loss that is covered by this Section.

Provided that the maximum amount We will pay is limited to \$10,000 in total, any one event. If You are also insured under the Theft Section, the benefits payable under additional benefit "14. Security" shall not be cumulative.

### 7. Theft, fraud and dishonesty by Your employees

Theft, fraud or dishonesty by Your employees provided that:

- i. the maximum amount payable under this additional benefit will not exceed \$5,000 any one occurrence;
- ii. the loss must be discovered within 45 days of its occurrence; and

if You are also insured under the Theft Section, the benefits payable under additional benefits "19. Theft, fraud or dishonesty by Your employees" shall not be cumulative.

### 8. Temporary protection and watchmen

We will pay for costs necessarily incurred by You to safeguard the Situation following Loss that is covered by this Section, including but not limited to temporary repairs or the employment of watchmen or guards.

Provided that the total amount payable is limited to \$10,000 in total, any one event. If You are also insured under the Theft Section, the benefits payable under the additional benefit "15. Temporary protection and watchmen" shall not be cumulative.

## 9. Travellers Money

We will pay for Loss of Money in Your custody while You are travelling for Your Business anywhere in the world.

Provided that the total amount payable under this additional benefit is limited to \$10,000 in total, any one event.

### Extra covers applicable to this Section

#### 1. Bank or public holiday increase

The Sum(s) Insured shown in the Schedule are increased by 100% or \$75,000 whichever is lesser on days that are bank or public holidays. This increase shall continue to apply up until the closing time of the first bank trading day after such holiday.

Provided that this extra cover does not apply to:

- a. Damage to Safes and Strongrooms; and
- b. Money on the Situation outside Business Hours; and
- c. is not cumulative with additional benefit "4. Seasonal Increase".

#### 2. Counterfeit currency

We will pay for Loss of Money due to Your acceptance of counterfeit Australian currency for goods or services supplied by You in connection with Your Business.

Provided that the total amount payable under this extra cover is limited to \$500 in total, any one Period of Insurance.

#### 3. New premises – temporary cover

We will cover You for Loss of Money as insured by this Section for a period of 90 consecutive days from the date You first occupy new premises, provided that:

- a. the Money is the property of the Business shown in the Schedule;
- b. cover is limited to 50% of the Sum Insured for each specified cover taken;
- c. the Loss of Money occurs within the Period of Insurance;
- d. the new premises have building and security features that are similar to those at one of the Situations shown in the Schedule.

If You request and We agree to cover the Money at the new premises beyond the 90 consecutive day period, cover may be extended provided that You provide Us with full details of the new premises and pay any additional Premium We ask for.

### Specific exclusions applicable to this Section

We will not pay for:

1. theft from an unattended vehicle that is not Locked;
2. theft from a Safe or Strongroom when the locking device is opened by:
  - a. a key, a magnetic key or card, or similar device, unless obtained through actual or threatened violence to person(s) or property;
  - b. a sequence of numbers or letters, or numbers and letters; or
  - c. any combination of the security devices shown in 2.a. and 2.b. above, when these security devices are left unsecured at the Situation;
3. theft from a Safe or Strongroom that is not Locked during non-Business Hours;
4. shortage due to error or omission;
5. Loss due to fraudulent or dishonest acts by You or Your Family members or Your employees.
 

Provided that this exclusion does not apply to theft by Your employees following visible, forcible and violent entry;
6. Loss due to the dishonest manipulation of any database or computer system;
7. Loss of Money while professional money carriers, professional carriers or common carriers are carrying it;
8. Consequential Loss of any kind; or
9. Loss of Money occurring outside of Australia except as provided under the additional benefit "9. Traveller's Money";
10. Loss or Damage as a result of trickery.

## The cover

We will pay You for actual cost of replacing and fixing the Glass in its frame or in its location with Glass of a similar type and quality to the Glass that is Broken due to accidental Breakage of Glass at the Situation occurring during the Period of Insurance.

Additional Cost:

We will pay any additional costs incurred by You:

- a. in arranging after-hours services, express delivery and labour at overtime rates in relation to the repair and replacement of Broken Glass; and
- b. to comply with current building regulations that relate to the Glass that is Broken, when applicable.

## Limitations of cover applicable to this Section

### 1. Types of Glass

We will only pay for Internal or External Glass if shown as insured in the Schedule.

### 2. Excess

You are liable for the Excess for each and every event that results in a claim for Breakage of Glass.

## Additional benefits applicable to this Section

### 1. Additional benefits

We will pay the costs that are necessarily incurred by You to:

- a. effect temporary repairs, install shuttering and employ watchmen or guards;
- b. repair or replace:
  - i. frames, sign-writing, alarm tapes, coatings; or
  - ii. fittings and tiled shop fronts, that are Damaged as a result of Glass Breakage; and
- c. remove and refit fixtures and tiles to allow the repair or replacement of Broken Glass.

Provided that the total of all payments under this additional benefit is limited to \$10,000 during the Period of Insurance or any higher limit shown in the Schedule.

### 2. Illuminated/Advertising Signs

We will pay for Breakage of Illuminated/Advertising Signs occurring during the Period of Insurance.

Provided that the total of all payments under this additional benefit is limited to \$10,000 during the Period of Insurance or the amount shown in the Schedule for "Illuminated/Advertising Signs", whichever is the greater.

### 3. Reinstatement of additional benefits

Following a claim under "1. Additional benefits" above, if You pay or agree to pay an additional Premium, We will return the limit to the full \$10,000 during the Period of Insurance or any higher limit shown in the Schedule.

## Extra cover applicable to this Section

### 1. Malicious Damage

If External Glass is shown as insured in the Schedule and where You are a tenant of leased premises, and You are required by the terms of Your lease to insure External Glass, We will also cover You for the cost of replacing External Glass which You are required to replace where the Damage has arisen from the acts of malicious persons and not resulted in the External Glass being Broken through the entire thickness.

Provided that this extra cover is limited to \$10,000 during the Period of Insurance.

## Specific exclusions applicable to this Section

We will not pay for Damage to:

1. other property during installation or removal of Glass;
2. Glass that is Stock or Contents or merchandise;
3. Glass that is only scratched, chipped or discoloured; or
4. Glass forming part of shade houses, fibreglass houses or glasshouses, other than a conservatory or atrium.

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.

## The cover

We will pay You in accordance with the Basis of Settlement for Breakdown to Machinery occurring at the Situation during the Period of Insurance.

## Definitions applicable to this Section

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

**Blanket Machinery** means all machinery at the Situation other than Specified Machinery and Excluded Machinery up to the amount stated as the Sum Insured Limit any one Breakdown in the Schedule.

**Breakdown** means the actual breaking, seizing, deformation or melting of any part of the Machinery while that Machinery is in use that is caused by mechanical, electrical or electronic defect within the Machinery and that causes sudden malfunction that requires repair or replacement before the Machinery can resume normal operation.

**Excluded Machinery** means:

1. computers, Electronic Data processing equipment;
2. communications equipment including, but not limited to, telecommunication transmitting and receiving equipment;
3. audio visual, amplification, burglar alarms, monitoring systems and surveillance equipment;
4. lighting facilities;
5. research, diagnostic and electro-medical equipment;
6. lifts, escalators, office machines;
7. coin or card-operated machines;
8. storage tanks and vats;
9. any container used to contain explosive or inflammable gases and liquids;
10. mobile machinery;
11. vehicle, watercraft or Aircraft;
12. Building ducts, reticulating electrical wiring, water and gas piping;
13. refrigeration or display cabinet housing;
14. portable hand-held tools other than vacuum cleaners; and
15. hot water systems used for heating up to 500 litres of water to a temperature below one hundred degrees Celsius (100°C).

**Machinery** means Blanket Machinery and/or Specified Machinery of the following defined types of machinery:

1. electrical and mechanical machinery;
2. boilers and pressure vessels; and
3. pressure pipe systems.

**Specified Machinery** means Machinery shown in the Schedule as Specified Machinery up to the amount stated as the Sum Insured any one Breakdown in the Schedule.

## Basis of Settlement applicable to this Section

When Machinery shown in the Schedule suffers a Breakdown during the Period of Insurance We will pay for the costs of repairing or, at Our option (acting reasonably), replacing the Machinery.

If We agree that You can carry out the repairs at the Situation or at a workshop owned or operated by You, We will pay the actual costs of material and wages incurred plus a reasonable overhead mark-up, provided that a qualified person carries out the repairs. Please contact Us to confirm approval before carrying out the repairs.

## Limitations of cover applicable to this Section

### 1. Excess

You are liable for the Excess for each and every event that results in a claim for Breakdown.

### 2. Improvements

If an item of Machinery cannot be repaired without improving the output, capacity or efficiency of that item, then Our payment will be limited to the cost of replacing that item less an amount equal to the value of any such improvement(s).

### 3. Maintenance agreements

We will not pay for the repair or replacement of Machinery when any party other than You has responsibility to repair or replace such Machinery.

### 4. Obsolete parts of the Machinery

If it is necessary to replace parts of the Machinery which have become unavailable or obsolete We will not pay more than the estimated cost of replacing those parts with similar parts for similar types of machinery which are currently available.

### 5. Part immediately affected

Where Damage is confined to a part of the Machinery, We will pay the cost of repairing or, at Our option (acting reasonably), replacing that part plus the dismantling or rebuilding costs that are necessarily incurred to repair or replace that part.

### 6. Sum Insured

We will not pay more than the applicable Sum Insured for any one Machinery item, apart from where We expressly state the payment is in addition to the Sum Insured under some additional benefits.

### 7. Under-insurance

If the Sum Insured for a Specified Machinery item is less than 80% of the value of the Specified Machinery item at the Situation at the time of commencement of the Period of Insurance and there is a claim for Breakdown to Specified Machinery We will pay for no greater proportion of the claim that the Sum Insured bears to 80% of the reinstatement or replacement cost of the Specified Machinery on the day of commencement of the Period of Insurance.

Under-insurance will not apply if the amount of the claim is less than 5% of the Sum Insured.

Every Specified Machinery item is separately subject to this clause.

## Additional benefits applicable to this Section

### 1. Additional extra cost of reinstatement

Where You incur extra expense, in complying with the requirements of any Act of Parliament or Regulation made thereunder or any By-law or Regulation of any Municipal or other Statutory Authority, in the course of effecting repair or replacement of the Machinery, We will pay You for such extra expense in addition to the Sum Insured.

Provided that the amount so recoverable hereunder shall not include the additional cost in complying with any such Act, Regulation, By-law or requirement with which You had been required to comply with prior to the Breakdown.

### 2. Consultants fees

Following Breakdown covered by this Section We will also pay engineering or other professional consultant's fees necessarily incurred by You to ascertain the cause of the Breakdown and to specify the scope of works necessary to reinstate the Machinery to comply with all legislative requirements and regulations governing the operation and use of the Machinery.

Our payment will be in addition to the Sum Insured and limited to \$10,000 any one event.

### 3. Hire of temporary machinery and expediting costs

Following Breakdown covered by this Section We will pay for:

- a. the cost of hiring temporary machinery;
- b. the cost of temporary repairs;
- c. the extra cost of expediting permanent repairs including:
  - i. charges for overtime and work on public holidays where necessary and reasonably incurred;
  - ii. freight within Australia by any recognised schedule service;
  - iii. overseas airfreight by any recognised schedule service and/or overseas labour.

Provided Our written approval for all these additional costs has first been obtained. Please contact Us to confirm approval for these additional costs.

### 4. Insulating oil and refrigerant gas or liquid

When We have agreed to pay a claim, We will also pay the reasonable cost of cleaning, storing, recycling and replacing:

- a. insulating oil in transformers, capacitors or switch gear; and
- b. refrigerant gas or liquid in air-conditioning or refrigeration units.

The maximum amount We will pay for this additional benefit will be lesser of \$25,000 or 50% of the normal cost of the repair of the Damaged Machinery.

### 5. Removal of Debris

Following Breakdown to Machinery that is covered by this Section, We will pay for the costs of cleaning up and removing, storing or disposing of Debris.

Our payment will be in addition to the Sum Insured and is limited to \$25,000 any one event.

### 6. Temporary cover

We will provide temporary cover for a period of up to 90 consecutive days for additional Machinery that, during the Period of Insurance, is installed or brought into use at the Situation.

Provided that:

- a. You must give Us notice in writing within the 90 days of it coming into Your possession;
- b. We will not cover Breakdown resulting from existing defects in such additional Machinery at the time when it comes into Your possession;
- c. this temporary cover shall not commence until the additional Machinery has worked satisfactorily for eight (8) hours and has been handed over after commissioning;
- d. the Sum Insured and Excess for the additional Machinery will be that specified for a similar Machinery in the Schedule; and
- e. You pay the Premium that We require for this additional Machinery calculated from the date of installation or bringing into use.

## Optional benefits applicable to this Section

### 1. Deterioration of Stock

#### I. Cover

If the Optional Benefit 'Deterioration of Stock' is operative We will pay You for deterioration or putrefaction of goods during the Period of Insurance in cold storage which are cooled by a refrigeration Machinery insured under this Section, or additional Machinery as per additional benefit "6. Temporary cover" at the Situation for a period not exceeding 90 consecutive days.

Provided this deterioration or putrefaction results from:

- a. a change in temperature solely caused by:
  - i. Breakdown that is covered by this Section;
  - ii. operation or failure of thermostats, pressure controls or limiting devices, that is not due to an error when operating or setting these items;
  - iii. the accidental failure of the public electricity supply service; or
  - iv. the public electricity supply service intentionally interfering with the service, but only to the extent that this is necessary to safeguard life or any part of the supply and the supply authority's interference is not caused directly or indirectly by fire, Flood, storm or any other natural cause; or
  - v. sudden leakage of refrigerant from the Machinery; or
- b. contamination of the goods directly caused by sudden leakage of refrigerant from the Machinery.

We may at Our option (acting reasonably) pay for the cost of replacement of the refrigerated goods or replace those goods.

Provided that, We will not pay for any goods which have passed their use by date, nor will We pay for the disposal costs of these goods.



## II. Limitations of cover

### a. Sum Insured

the maximum amount We will pay under this benefit is the Sum Insured shown on the Schedule

### b. Excess

You are liable for the Excess for each and every event that results in claim under this optional benefit as a result of Breakdown.

## III. Additional benefit

### Seasonal Increase

The Sum Insured for Deterioration of Stock is increased by 50% for Damage to Stock occurring during the Seasonal Increase Periods.

Provided that this additional benefit will not extend the insurance beyond the Period of Insurance noted in the Schedule.

## IV. Exclusions

We will not pay for deterioration or putrefaction caused by:

- i. inappropriate or improper storage, Damage to packing materials or inadequate air circulation;
- ii. Damage to goods due to any rationing of the electricity supply other than accidental Damage to the generation equipment; or
- iii. Damage to goods which are alive or are of a bacterial nature.

### Specific exclusions applicable to this Section

We will not pay for:

1. any Consequential Loss;
2. Breakdown caused directly or indirectly by fire, smoke or soot, extinguishing of a fire or subsequent demolition, lightning, hail, wind, rain, storm, Flood, impact by Vehicles, watercraft, Aircraft or pressure waves created by their travelling at sonic or supersonic speed, theft or attempted theft, malicious Damage, vandalism, earthquake, subsidence, rockslide, mudslide, landslide, earth movement, subterranean fire, volcanic eruption, tsunami, storm surge or high-water, water seeping or percolating the Building from outside, water, liquids or substances discharged or other means used to extinguish a fire;
3. Breakdown or Damage to parts not normally reused or repaired or that require periodic replacement including belts, tracks, rails, ropes, wires, chains, tyres, filters, moulds, dies, exchangeable tools, patterns, gaskets, cutting edges, wear plates, crushing surfaces, engraved cylinders, fuses, sheer pins, electrical contacts, thermostats, heating elements and batteries, objects made of glass or porcelain, ceramics, refractory linings, felt sieves or fabrics, jointings or packings (including lubrication, oil, fuel, catalysts or refrigerants) and any other parts that require periodic replacements;
4. Damage to brickwork or foundations;
5. repair of any crack, chip, scratch, fracture, blister, lamination, flaw or grooving which has not penetrated completely through the entire thickness of the material of the Machinery, even though repair or renewal of the part affected may be necessary either immediately or at some future time;
6. the costs incurred in repairing wear or gradual deterioration;

7. Damage to a safety or protective device caused by the Machinery's operation;
8. the cost of the carrying out of normal maintenance, such as the tightening of loose parts, recalibration or adjustments;
9. Breakdown or Damage to any item of Machinery which was known to be defective before the breakdown or Damage occurred to the extent the defect caused or contributed to the Breakdown or Damage;
10. Damage occurring during installation, Building or erection of Machinery unless this follows dismantling of Machinery for the purpose of cleaning, inspecting, repairing or movement within the Situation;
11. Breakdown or Damage arising out of the Machinery being subjected to tests involving abnormal stresses or arising out of the Machinery being intentionally overloaded or operated in excess of its normal designed operating specifications;
12. Breakdown or Damage arising from the raising or lowering operation in which a single load is shared between more than one item of Machinery (including but not limited to cranes), whether such item is insured under this Section or not;
13. Breakdown or Damage caused by any deliberate act or negligence by You or on Your behalf; or
14. any costs associated with the removal or installation of submersible pumps, bore pumps or well casings.

### Specific conditions applicable to this Section

#### 1. Inspection

Our representatives will have the right to inspect and examine any Machinery at any reasonable time and frequency during the Period of Insurance and You will take reasonable steps to properly prepare the Machinery at Your expense for such inspection.

Provided that any inspection by Us is for Our purposes only and does not warrant that the Machinery is safe or that it is free from defects.

#### 2. Claims procedure

In the event of any Breakdown which might give rise to a claim under this Section You must take reasonable steps to preserve the parts affected and make them available for inspection by Us or Our representative.

We will not be liable to make any payment under this Section unless You have produced accounts, estimates, invoices, receipts or any other documentation showing that repairs have been effected or replacement has taken place, as the case may be.

#### 3. Unrepaired Breakdown

Our liability shall cease for any Machinery that has suffered a Breakdown caused as a result of unrepaired Damage which You were aware of or a reasonable person ought reasonably have been aware of or as a result of having been repaired in a manner inconsistent with the generally accepted rules of engineering practice.

# Electronic Equipment Section

## The cover

We will pay You in accordance with the Basis of Settlement for Breakdown to Property Insured occurring at the Situation during the Period of Insurance.

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

**Breakdown** means the actual breaking, seizing, deformation or melting of any part of the Property Insured while that Property Insured is in use that is caused by mechanical, electrical or electronic defect within the Property Insured that causes sudden malfunction that requires repair or replacement before the Property Insured can resume normal operation.

**Computer** means any electronic device that is capable of processing and storing information according to a set of instructions stored with the device.

**Electronic Equipment** means any of the following equipment:

1. any electronic machine, device or instrument used for research, diagnosis or medical treatment;
2. telecommunication transmission and receiving equipment;
3. lighting facilities, audio visual, amplification and surveillance equipment; and
4. office machines.

**Property Insured** means:

1. Electronic Equipment; and
2. Computers

if shown as insured in the Schedule.

## Basis of Settlement applicable to this Section

When the Property Insured shown in the Schedule as insured suffers a Breakdown during the Period of Insurance We will pay for the costs of repairing or, at Our option (acting reasonably), replacing the Property Insured.

If We agree that You can carry out the repairs at the Situation or at a workshop owned or operated by You, We will pay the actual costs of material and wages incurred plus a reasonable overhead mark-up, provided that a qualified person carries out the repairs. Please contact Us to confirm approval for these costs.

## Limitations of cover applicable to this Section

### 1. Excess

You are liable for the Excess that results in a claim following a Breakdown.

### 2. Maintenance agreements

We will not pay for the repair or replacement of Property Insured when any party other than You has responsibility to repair or replace such Property Insured.

### 3. Obsolete parts of the Property Insured

If it is necessary to replace parts of the Property Insured which have become unavailable or obsolete We will not pay more than the estimated cost of replacing those parts with similar parts for similar types of Property Insured which are currently available.

## 4. Sum Insured

We will not pay more than the applicable Sum Insured for any one loss or series of losses arising out of the one event for a specified item of Property Insured, except where We state the payment or extra expense is in addition to the Sum Insured as provided under some additional benefits.

## 5. Under-insurance

If the Sum Insured for the Property Insured at the Situation is less than 80% of the value of the Property Insured at the Situation at the time of commencement of the Period of Insurance and there is a claim in the event of the Property Insured suffering a Breakdown, We will pay for no greater proportion of the Breakdown costs than the Sum Insured of specific Property Insured bears to 80% of the reinstatement or replacement cost of the Property Insured on the day of commencement of the Period of Insurance.

Under-insurance will not apply if the amount of the claim is less than 5% of the Sum Insured.

Every category of Property Insured is separately subject to this clause.

## 6. Unrepaired Breakdown

Our liability shall cease for any Property Insured that has suffered a Breakdown caused as a result of unrepaired Damage which You were aware of or a reasonable person ought reasonably have been aware of or as a result of having been repaired in a manner inconsistent with the generally accepted rules of engineering practice

## Additional benefits applicable to this Section

### 1. Consultants fees

Following a Breakdown covered by this Section We will also pay professional consultant's fees necessarily incurred by You to ascertain the cause of the Breakdown and to specify the scope of works necessary to reinstate Property Insured covered under this Section, to comply with all legislative requirements and regulations governing its operation and use.

Our payment will be in addition to the Sum Insured and limited to \$10,000 any one event.

### 2. Hire of temporary equipment and expediting costs

Following a Breakdown to Property Insured that is covered by this Section We will pay You up to an additional 50% of the normal repair costs for:

- a. the cost of hiring temporary equipment;
- b. the cost of temporary repairs;
- c. the extra cost of expediting permanent repairs including:
  - i. charges for overtime and work on public holidays where necessary and reasonably incurred;
  - ii. freight within Australia by any recognised schedule service;
  - iii. overseas airfreight by any recognised schedule service and/or overseas labour.

Provided Our written approval for all these additional costs has first been obtained. We will not pay more than 25% of the Sum Insured for the specific Property Insured. Please contact Us to confirm approval for these costs.

### 3. Removal of Debris

Following a Breakdown to Property Insured that is covered by this Section, We will pay for costs of cleaning up and removing, storing or disposing Debris.

Our payment will be in addition to the Sum Insured and limited to 10% of the Sum Insured stated in the Schedule for the removal, storage and/or disposal of Debris of the specific Property Insured up to a maximum of \$25,000 any one event.

### 4. Temporary cover

We will provide temporary cover for a period of up to 90 consecutive days for additional Property Insured that, during the Period of Insurance, is installed or brought into use.

Provided that:

- a. You must give Us notice in writing within the 90 consecutive days of it coming into Your possession;
- b. We will not cover Breakdown resulting from existing defects in such additional Property Insured at the time when it comes into Your possession;
- c. this temporary cover shall not commence until the additional Property Insured has worked satisfactorily for eight (8) hours and has been handed over after commissioning;
- d. the Sum Insured and Excess for the additional Property Insured will be that specified for a similar Property Insured in the Schedule; and
- e. You pay the Premium that We require for this additional Property Insured calculated from the date of installation or bringing into use.

### 5. Temporary removal

We will provide cover for Breakdown that occurs during the Period of Insurance and anywhere in Australia to Property Insured that is covered by this Section while it is temporarily removed from the Situation, provided that there is no cover for Property Insured:

- a. while in storage or while being transported for storage;
- b. during permanent removal from the Situation;
- c. if stolen from an unlocked vehicle;
- d. while left unattended in the Open Air; or
- e. while in transit as checked baggage or cargo on any Aircraft or other public transport.

## Optional benefits applicable to this Section

### Cost of restoring data

#### 1. Cover

If the optional benefit 'Cost of Restoring Data' is operative We will pay You up to the Sum Insured shown in the Schedule, following a claim being admitted under this Section, for the costs incurred for the purpose of restoring Electronic Data lost solely as the result of a Breakdown to Property Insured.

We will extend cover under this optional benefit to include restoration of Electronic Data lost on an Electronic Data processing system which is not owned by You and which You

are not responsible to insure but which is being used by You at the time the Breakdown, to that system occurs in circumstances which would give rise to indemnity under this Section if it was insured under this Section.

#### 2. Specific exclusion applying to this optional benefit

We will not pay any amount under this optional benefit unless You have duplicate back up copies of updated Electronic Data stored off site at alternative premises.

### Increase in cost of working

#### 1. Cover

If the optional benefit 'Increase in cost of working' is shown as operative in the Schedule, We will pay You for costs that are incurred by You for the sole purpose of operating Your Business and directly result from interruption or interference to Your Business but only if:

- a. the costs are additional to Your normal operating costs;
- b. the costs incurred are because of an interruption or interference that is as a result of Breakdown of the Property Insured covered under this Section;
- c. You receive Our prior written approval to incur such costs. Please contact Us to confirm approval for these costs;
- d. We will not pay more than the Sum Insured shown in the Schedule for this optional benefit 'Increase in cost of working'; and
- e. We will not pay for any costs incurred during the Excess period shown in the Schedule for this optional benefit 'Increase in cost of working'.

#### 2. Additional benefit

To the extent that the Sum Insured for this optional benefit is not otherwise exhausted, We will also pay for reasonable professional fees of accountants or auditors and any necessary and reasonable expenses payable by You for preparation and proving a valid claim.

#### 3. Limitations of cover

Excess

We will not pay any increased costs under this optional benefit during the Excess period shown in the Schedule, immediately following the Breakdown.

#### 4. Specific exclusions applicable to this optional benefit

We will not pay for:

- a. the costs incurred during:
  - i. periods of interruption due to the carrying out of alterations, additions or improvements to Property Insured; or
  - ii. periods of interruption due to the carrying out of cleaning, adjustment, inspection or maintenance of Property Insured.
- b. additional costs incurred where the period of interruption otherwise applicable is increased beyond four (4) weeks due to delay in the repair or replacement of items manufactured outside Australia where such delay results from:

- i. measures, restrictions or regulations imposed by any government, public or local authority;
  - ii. the time required to obtain replacement parts or complete items overseas;
  - iii. the time required to transport or ship component parts or complete items between the Situation and any overseas place of repair or replacement; or
  - iv. the time required to engage and transport overseas specialists or consultants to assist in or supervise local repairs.
- 10. Breakdown to a safety or protective device caused by the operation of the Property Insured;
  - 11. the cost of the carrying out of normal maintenance, such as the tightening of loose parts, recalibration or adjustments;
  - 12. Breakdown to any item of Property Insured which was known to be defective before the Breakdown occurred to the extent that the defect caused or contributed to the Breakdown or Damage; or
  - 13. Breakdown caused by any deliberate act or negligence by You or on Your behalf.

### Specific exclusions applicable to this Section

We will not pay for:

1. Damage;
2. any Consequential Loss;
3. Breakdown of coin or card operated machines, audio compact disc players, video players and television receivers;
4. Breakdown of Property Insured which You knew or reasonably should have known to be defective before the Breakdown
5. Breakdown caused directly or indirectly by fire, smoke or soot, spontaneous combustion, extinguishing of a fire or subsequent demolition, lightning, hail, wind, rain, storm, Flood, impact by vehicles, watercraft, Aircraft or pressure waves created by their travelling at sonic or supersonic speed, theft or attempted theft, malicious Damage, vandalism, earthquake, subsidence, rockslide, mudslide, landslide, earth movement, subterranean fire, volcanic eruption, tsunami, storm surge or high-water, water seeping or percolating the Building from outside, water, liquids or substances discharged or other means used to extinguish a fire;
6. Breakdown to parts not normally reused or repaired or that require periodic replacement including belts, tracks, rails, ropes, wires, chains, tyres, filters, moulds, dies, exchangeable tools, patterns, gaskets, cutting edges, wear plates, crushing surfaces, engraved cylinders, fuses, sheer pins, electrical contacts, thermostats, heating elements and batteries, objects made of glass or porcelain, ceramics, refractory linings, felt sieves or fabrics, jointings or packings (including lubrication, oil, fuel, catalysts or refrigerants) and any other parts that require periodic replacements;
7. theft of Property Insured;
8. repair of any crack, chip, scratch, fracture, blister, lamination, flaw or grooving which has not penetrated completely through the entire thickness of the material of the Property Insured, even though repair or renewal of the part affected may be necessary either immediately or at some future;
9. the costs incurred in repairing wear or gradual deterioration;

### Specific conditions applicable to this Section

#### 1. Claims procedure

In the event of the happening of a Breakdown which might give rise to a claim under this Section You must take reasonable steps to preserve the parts affected and make them available for inspection by Us or Our representative. To ensure You are covered, please contact Us before any repairs or disposal.

We will not be liable to make any payment under this Section unless You have all accounts, estimates, invoices, receipts or any other documentation showing that repairs have been effected or replacement has taken place, as the case may be.

#### 2. Inspection

Our representatives will have the right to inspect and examine any Property Insured at any reasonable time and frequency during the Period of Insurance and You will take reasonable steps to properly prepare the Property Insured at Your expense for such inspection.

Provided that any inspection by Us is for Our purposes only and does not warrant that the Property Insured is safe or that it is free from defects.

## 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; or
- b. infringement of copyright of 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 Business.

**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 canteens, social, sports and welfare organisations 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 to the repair or replacement.

**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; or
- 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.

**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, canteen, welfare or child care organisation 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.

**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.

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

**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 Person's 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.

**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; or
- b. elsewhere in the world but only in respect of travelling executives or salespeople who are normally resident in Australia and who neither undertake manual work nor supervise manual work of any kind.

**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.

### **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.

### **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. Asbestos

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

#### 4. Assault and Battery

arising directly or indirectly out of or in any way connected with 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.

#### 5. 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.

#### 6. 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.

#### 7. 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.

#### 8. 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.

#### 9. 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.

## 10. Fines and penalties

fines 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.

## 11. Loss of use

the loss of use of tangible property which has not been physically Damaged or destroyed resulting from a delay in or lack of performance by You or on Your behalf of any contract.

## 12. 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.

However, other than in respect of 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, We will cover liability for Personal Injury or Property Damage otherwise excluded under this exclusion which arises from an event: which:

- a. is sudden, accidental, unintended and unexpected from Your standpoint; and
- b. has been identified to have taken place in its entirety at a specific time and place; and
- c. occurs outside of North America.

## 13. Product Liability

arising directly or indirectly out of or in any way connected with Your Products other than refreshments and promotional materials supplied free of charge at the Situation.

## 14. 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; or
- b. Personal Injury or Property Damage arising from advice or service given gratuitously.

## 15. 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 15.d. shall be limited to \$250,000 each and every Occurrence and in the aggregate for the Period of Insurance.

Any limit for Property in Your care, custody or control specified in Your Schedule will only apply to this clause 15.d..

## 16. Property owned by You

Property Damage to property owned by You.

## 17. 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.

## 18. Treatment or dispensing

arising directly or indirectly out of or in any way connected with:

- a. the treatment of humans or animals for any physical or mental deficiency, injury or disease; or
- b. the dispensing of drugs, medicines, pharmaceutical supplies, or artificial aids for the treatment of humans or animals.

## 19. 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.

## 20. 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 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 or any Insured Person do admit liability, We may reduce or refuse Your claim to the extent We are prejudiced by Your admission or offer or agreement to settle. We shall be entitled to take over and defend any claim with full discretion in the conduct of that claim. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

### 3. Reasonable care and precautions

Notwithstanding General term and conditions "17. 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 and Property Damage losses; and
  - iii. comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

## Business Interruption Section

### The cover

We will pay You, in accordance with the Basis of Settlement, for Consequential Loss resulting from interruption of or interference with the Business that occurs during the Period of Insurance that is caused by:

- a. Damage covered under the Material Damage Section;
- b. explosion of any boiler, pressure vessel, compressor or economiser at the Situation for which a certificate is required to be issued under the terms of any statute or regulation;
- c. Damage following Theft covered under the Theft Section;
- d. Breakage of Glass covered under the Glass Section; or
- e. Damage to property insured under any other policy that provides the same insurance cover as the Material Damage, Theft or Glass Sections, where liability for the Damage has been admitted by Your insurer.

Where it is noted on the Schedule that cover is limited to the "Additional increase in cost of working" only, claims will be settled in accordance with clause 2. of the Basis of Settlement.

Where the application of an Excess prevents You from claiming for the Damage, this will not limit Your ability to claim under this Section of the Policy.

### Definitions applicable to this Section

**Annual Gross Revenue** means the Gross Revenue earned during the twelve months immediately before the date of the Damage or other covered cause of interruption to the Business. The Annual Gross Revenue will be adjusted as necessary to provide for the trend or other variations affecting the Business, either before or after the Damage or other covered cause of interruption to the Business, or which would have affected the Business but for the Damage or other covered cause of interruption to the Business occurring, so that the adjusted figures will represent as nearly as reasonably practicable the Business results that would have been achieved during the relative period after the Damage or other covered cause of interruption to the Business.

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

**Indemnity Period** means the period beginning with the occurrence of the Damage or other covered cause of interruption to the Business and ending not later than the number of months specified in the Schedule thereafter during which the results of the Business are affected in consequence of the Damage or other covered cause of interruption to the Business.

**Standard Gross Revenue** means the Gross Revenue during that period in the twelve months immediately before the date of the Damage or other covered cause of interruption to the Business that corresponds with the Indemnity Period.

The Standard Gross Revenue will be adjusted as necessary to provide for the trend or other variations affecting the Business, either before or after Damage or other covered cause of interruption to the Business, or which would have affected the Business but for the Damage or other covered cause of interruption to the Business occurring, so that the adjusted

figures will represent as nearly as reasonably practicable the Business results that would have been achieved during the relative period after the Damage or other covered cause of interruption to the Business.

**Uninsured Working Expenses** means those expenses You chose not to insure as shown in Your Proposal.

### Basis of Settlement applicable to this Section

We will pay to You:

#### 1. Gross Revenue

the actual loss of Gross Revenue and increase in cost of working and the amount payable will be:

- a. in respect of reduction in Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period, as a result of the Damage or other covered cause of interruption to the Business, falls short of the Standard Gross Revenue; and
- b. in respect of increase in cost of working:
  - i. the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue that, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage or other covered cause of interruption to the Business, but not exceeding the amount of the reduction in Gross Revenue so avoided,

less:

- a. any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Revenue that cease or are reduced in consequence of the Damage or other covered cause of interruption to the Business; and
- b. any Uninsured Working Expenses.

#### 2. Additional increase in cost of working

the increase in cost of working (not otherwise recoverable under the Policy) necessarily and reasonably incurred during the Indemnity Period as a result of the Damage, or other covered cause of interruption, to the Business covered under this Section for the purpose of avoiding or diminishing reduction in Gross Revenue and/or resuming and/or maintaining normal Business operations and/or services.

### Additional benefits applicable to this Section

Our liability for these additional benefits will be limited to:

- a. the amount shown by Endorsement in the Schedule of the relevant additional benefit; or
- b. if no amount is shown then the amounts shown below, subject to the extent that the Sum Insured on Gross Revenue is not otherwise exhausted.

#### 1. Additional premises

If You acquire or use during the Period of Insurance any other premises within Australia for the purpose of the Business We will treat any Damage or other covered cause of interruption to the Business relating to those premises as covered by this Section of the Policy provided that We are advised of the use or acquisition of the premises within 30 days thereof.

## 2. Claims preparation expenses

We will pay the costs of reasonable professional fees as may be payable by You, and other reasonable expenses necessarily incurred by You and not otherwise recoverable, for preparation of claims under this Section.

We will pay up to \$25,000 for any one claim under this additional benefit.

## 3. Closure by authority, poisoning, murder or suicide

This Section extends to include Consequential Loss due to interruption or interference to the Business due to the closure or evacuation of the whole or part of the Situation during the Period of Insurance:

- a. by order of a competent government, public or statutory authority as a result of vermin or pests or defects in the drains or other sanitary arrangements, occurring at the Situation;
- b. by order of a competent government, public or statutory authority as a result of injury, illness or disease caused by the consumption of food or drink supplied at or from Your Situation during the Period of Insurance; or
- c. as a result of murder or suicide occurring at the Situation.

This additional benefit is subject to the general exclusions, including "9. Communicable Diseases" on page 13.

The maximum We will pay for Consequential Loss arising from this benefit is \$200,000 during any one Period of Insurance.

## 4. Computer

This Section also extends to include Consequential Loss (not otherwise recoverable) resulting from interruption of or interference with the Business occasioned by Damage or other covered cause of interruption to the Business covered under this Section to computer installations, including ancillary equipment and data processing media utilised by You anywhere in Australia.

## 5. Fines, damages and penalties

This Section also extends to include liability for:

- a. fines or damages for breach of contract resulting from non-completion or late completion of orders. We will not pay for exemplary, punitive or aggravated damages; or
- b. the discharge of contract purchases, cancellation notices, fines or damages for breach of contracts for the purchase of goods or services You cannot use during the Indemnity Period, less the value of these goods to You or the amount received for their sale,

but only where such is due to Damage or other covered cause of loss to the Property Insured which has resulted in an admissible claim under the Material Damage Section or Theft Section of the Policy.

Under this additional benefit, the maximum We will pay is 5% of the Gross Revenue Sum Insured of this Section within any one Period of Insurance.

## 6. Other property

This Section extends to include Consequential Loss due to interruption or interference to the Business due to Damage or other covered cause of loss to other property, which had it been insured under this Policy, would have resulted in an admissible claim under the Material Damage, Theft or Glass Sections which occurs during the Period of Insurance and:

- a. within a 50 km radius of Your Situation which prevents the use of or access to the Situation;
- b. at any electricity station or substation, gas works or water works of a public supply undertaking from which You obtain electric current, gas or water. Where the public supply undertaking is not at or immediately adjacent to Your Situation the interruption of supply must extend for longer than 48 hours for this additional benefit to apply;
- c. in any commercial complex of which the Situation forms a part or in which the Situation is contained, that prevents or hinders the use of or access to the Situation which results in cessation or diminution of trade, including any cessation or diminution of trade due to temporary falling away of potential custom; or
- d. at the premises of Your suppliers or customers of goods or materials or at storage premises neither owned nor operated by You where You store goods or materials, all within the Territorial Limits.

Provided that Our liability under this additional benefit will not exceed 20% of the Sum Insured any one Event applicable to this Section.

## 7. Registered Motor Vehicles

This Section extends to include Consequential Loss caused by Damage to registered motor vehicles including, but not limited to motorcycles, caravans and trailers that are owned and/or operated by You but only while at Your Situation.

## 8. Roads, bridges and railway lines

This Section extends to include Consequential Loss caused by Damage that occurs in Australia to roads, bridges and railway lines over which Stock, components and materials are conveyed to and from the Situation.

## 9. Interruption to Your Business

that is caused by an order of any competent public authority which prevents or restricts access to the Situation, provided that:

- a. the order results from damage or a threat of damage to property within a 20 kilometre radius of the Situation;
- b. the damage or threat of damage which, had it been insured under the Policy is not otherwise excluded; and
- c. the prevention of access or restricted access to the Situation extends for a continuous period of greater than 48 hours.

## Optional benefits applicable to this Section

When the applicable optional benefit is shown as insured on the Schedule and consequent upon a claim being admitted under this Section, We will also pay You up to the amount shown in the Schedule for the relevant optional benefit for:

### 1. Loss of rent

loss of rent receivable and loss of amounts due for services rendered and/or recoverable expenses. We will pay the amount by which rent and amounts for services rendered and/or recoverable expenses received or receivable during the Indemnity Period falls short of the amount that it may be reasonably estimated would have been received during that period had the Damage or other covered cause of interruption to the Business covered under this Section not occurred, including the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of rent and loss of amounts for services rendered and/or recoverable expenses, less any sum saved during that period in respect of the charges or expenses payable out of rent that cease or are reduced in consequence of the Damage or other covered cause of interruption to the Business covered under this Section.

### 2. Accounts receivable

all sums due to You from customers that You are unable to collect because of Damage or other covered causes of loss to records of accounts receivable. We will also pay collection expenses in excess of normal collection costs made necessary because of the Damage or other covered causes of loss as well as interest charges at the ruling rate of Your bank on any loan to offset impaired collections pending repayment of such sums made uncollectable by such Damage or other covered causes of loss.

If You cannot accurately establish the total amount of accounts receivable outstanding as at the date of loss, the amount will be calculated as follows:

- a. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- b. calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the year immediately preceding the month in which the loss occurs, as compared with such average for the same months of the preceding year;
- c. the amount determined under a., increased or decreased by the percentage calculated under b. above, will be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
- d. the amount determined under c. above, will be increased or decreased in conformity with the normal fluctuation in the amount of accounts receivable during the fiscal month involved, consideration being given to the experience of the Business since the last day of the last fiscal month for which statements have been rendered less:
  - i. the amounts of such accounts evidenced by records not suffering Damage or other covered causes of loss or otherwise established or collected by You;

- ii. an amount to allow for probable bad debts that would normally have been uncollectable by You;
- iii. all unearned interest and service charges; and
- iv. settlement or term discounts normally allowed.

## Specific conditions applicable to this Section

### 1. Alterations and forfeiture

We will not pay any claim under this Section if the Business is wound up or carried on by either a liquidator, administrator or a receiver or is permanently discontinued.

### 2. Departmental clause

If Your Business is conducted in departments and the trading results of each department can be determined independently then clauses 1.a. and 1.b. of the Basis of Settlement applicable to this Section as applicable will apply separately to each department affected by the Damage or other covered cause of interruption to the Business covered under this Section.

### 3. New Business

In the event of Damage occurring at the Situation before the completion of the first year's trading of the Business, the terms "Annual Gross Revenue" and "Standard Gross Revenue" shall have their meanings altered to reflect the period the Business has been trading to the date of the Damage or other covered cause of interruption to the Business covered under this Section, converted to a 12 month equivalent figure.

### 4. Gross Revenue elsewhere after Damage

If during the Indemnity Period You or others on Your behalf operate the Business from a situation other than specified in the Schedule then the Gross Revenue so earned will be brought in to account when calculating the Gross Revenue.

### 5. Under-insurance

If the Sum Insured for Gross Revenue at the commencement of each Period of Insurance is less than the sum produced by applying the Gross Revenue to 80% of the Annual Gross Revenue, (or its proportionately increased multiple of it, where the Indemnity Period exceeds 12 months) the amount payable under this Section will be proportionately reduced. This condition will not apply if the amount of the claim does not exceed 5% of the Sum Insured for this Section.

### 6. Progress claim payments

Progress payments on account of any loss recoverable under this Section will be made at intervals to be mutually agreed upon if You so require and upon production of an interim report by the loss adjuster (if one is appointed).

### 7. Books of account

Any particulars or details contained in Your books of account or other Business books or documents that may be reasonably required by Us for investigating or verifying any claim made under this Section may be produced and certified by Your auditors and their certificate will be prima facie evidence of the particulars and details to which the certificate relates.

The words and expressions used in this Section will have the meanings usually attached to them in Your books and accounts unless otherwise defined in the Policy.



## 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

**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.

**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.

## Basis of Settlement applicable to this Section

1. At Our option (acting reasonably) We will:
  - 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. Excess

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

### b. 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.

### c. 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 "General terms and conditions 18. Reinstatement of Sum Insured".

### d. Stock

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

### e. 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.

## 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;
    - 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 wind, rainwater or hail unless such property is designed to function without the protection of walls or roofs; or
  - g. Stock including consumables unless shown in the Schedule;
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, caravan or trailer 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.
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; or,
  - f. Flood, other than for Damage to Property Insured from Flood when contained in a motor vehicle.

## Management Liability Section

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.

### Important Notice: "Claims made and notified" Cover

Part A & B of this Section provide a "Claims made and notified" cover and will only respond to Claims first made against You or an Insured Person during the Period of Insurance and notified to Us during the Period of Insurance.

To the extent permitted by law, We will not pay for any Claim that You notify Us of after the Period of Insurance has expired.

### Cover types

The following cover options are available under this Section:

Part A – Directors and Officers Liability

Part B – Employment Practices Liability

Part C – Crime

Part D – Tax Audit

### Definitions applicable to Part A & B of this Section

**Claim(s)** means:

- a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter claim or third or similar party notice for compensation or non-monetary relief;
- a written assertion of a right to, or a demand for, compensation or non-monetary relief;
- a formal administrative or regulatory proceeding including any arbitration, mediation, conciliation or alternative dispute resolution proceeding; or
- any criminal proceeding.

**Defence Costs** means the reasonable legal costs and expenses (other than regular or overtime wages, salaries or fees of Directors, Officers or Employees of You) necessarily incurred by You or on Your behalf (with Our written consent) or by Us, in the investigation, defence and/or settlement of a Claim covered by Part A of this Section. Defence Costs are part of and not in addition to the Limit of Indemnity.

**Director** means any natural person who is, now is, was or becomes during the Period of Insurance a director of Your Business as defined in the Corporations Act 2001 (Cth), or the equivalent legislation in any other jurisdiction, including for the avoidance of doubt, a de facto director or a shadow director of Your Business.

**Discovery Period** means the period of time after the end of the Period of Insurance where You may continue to notify Us of a Claim but only in relation to Management Wrongful

Acts or Employment Practices Breaches committed prior to or during the Period of Insurance.

**Employee** means any natural person who is a past, present or prospective employee of You, including any full time, part time or casual, secondee or volunteer.

Provided that the term "Employee" shall not mean independent contractors, consultants, or agents of You or their respective employees, including employees of labour hire companies.

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

- discrimination on any ground including but not limited to sex, age, religion, disability, race, colour, sexual orientation, marital status or pregnancy;
- wrongful dismissal, discharge or termination of employment;
- workplace or sexual harassment;
- oral or written publication of material that slanders or libels an Employee or violates or invades an Employee's right of privacy;
- breach of any oral, written or implied employment contract or misrepresentations as to terms of employment;
- wrongful refusal to employ; or
- demotion, failure to promote, deprivation of career opportunity, refusal of tenure, unfair evaluation or disciplinary action, in respect of an Employee of You.

**Insured Person** means:

- any natural person who is, now is or will be a Director, secretary, Officer or Employee of You, or any person who was or now is or may hereafter become a trustee of a superannuation fund established for the benefit of Your Employees and whether or not validly appointed to occupy or duly authorised to act in such position;
- any person who by virtue of any applicable legislation or law is deemed to be a director of You.

Provided that the term "Insured Person" shall not include:

- any externally appointed officers such as administrators, receivers, statutory managers, liquidators, mortgagees in possession, or the like; or
- any registered company or corporation.

**Officer** means any of Your Employees who are concerned in, or take part in, the management of the Your Business, regardless of the name that is given to their position, including the company secretary.

**Official Inquiry** means any official investigation, examination, inquiry ordered or commissioned by a statutory body or institution, and:

- which the Insured Person is legally compelled to attend; and
- which has as its subject matter the affairs of You or the conduct of an Insured Person in that capacity, or the conduct of the Business; and
- notice of which is first served on the Insured Person and notified to Us during the Period of Insurance.

**Management Wrongful Act(s)** means any actual or alleged breach of duty, breach of trust, act, error, omission, neglect, misstatement, misleading statement or breach of warranty of authority. It does not include an Employment Practices Breach committed by an Insured Person while acting in their capacity as an Insured Person of You.

**Securities** means any shares, preference shares, stocks, debentures, warrants, options, bonds, promissory notes or other equity or debt security.

**Senior Counsel** means a barrister in active practice who is entitled to use the post nominals QC or SC in any superior court in Australia.

**Third Party** means any natural person or entity other than You. For the sake of clarity, a Third Party can include a client

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

We shall not be liable under Part A & B of this Section for any Loss for any Claim:

#### 1. Bodily Injury & Property Damage

for physical injury, sickness, death, disease or mental injury or anguish, nervous shock or emotional distress of any person or destruction of or damage to tangible property including the loss of use thereof.

This exclusion does not apply to any Claim based on an Employment Practices Breach to the extent it alleges mental injury, mental anguish or emotional distress, or to the additional benefit to Part A of this Section "5. Workplace Health and Safety Laws".

#### 2. Geographical limits

arising from, attributable to or in any way connected with any conduct occurring, in whole or part outside of Australia.

#### 3. Insolvency

arising from, attributable to or in any way connected with You:

- a. going into bankruptcy, administration, receivership, liquidation, or insolvency; or
- b. entering into a scheme of arrangement, a debt agreement or other agreement or arrangement with creditors; or
- c. being unable to pay Your debts as and when they fall due.

#### 4. Jurisdiction

brought in a court outside Australia, or brought in a court within Australia, to enforce a judgement handed down in a court outside Australia.

#### 5. Known, prior or pending Claims

arising from, attributable to or in any way connected with:

- a. any facts, circumstances or occurrences:
  - i. noted on the Proposal for the current Period of Insurance or on any previous proposal to any insurer or of which notice had been given to any insurer under any previous policy, however expressed; or
  - ii. of which You were aware prior to the commencement of the Period of Insurance and knew (or ought reasonably to have realised) may give rise to a Claim; or
- b. any intimation, complaint or allegation of any conduct or Management Wrongful Act or an Employment Practices Breach that might give rise to any relief, in any way known to You prior to the commencement of the Period of Insurance; or
- c. any written notice of an Official Inquiry of which You were aware of prior to the Period of Insurance; or

- d. any civil, criminal, administrative or regulatory proceeding, investigation, arbitration or adjudication of which You were aware prior to the Period of Insurance, or derived from essentially the same facts.

#### 6. Pollution

arising from, attributable to or in any way connected with the actual, alleged or threatened dispersal, release or escape of Pollutants into or upon real or personal property, the atmosphere, any water course or body of water, including but not limited to any enforcement action or proceeding in connection with the containment, clean up, removal, treatment or monitoring of such Pollutants, or seepage, pollution or contamination howsoever occurring.

#### 7. Securities offering

arising from, attributable to or in any way connected with a public offering, solicitation, sale, distribution or issuance of Securities, whether or not a disclosure document has been issued.

### Specific conditions applicable to Part A & B of this Section

#### 1. Allocation of Loss

- a. Where any liability or amount has been jointly, or jointly and severally, incurred as between You and any other uninsured person or entity, Our liability under the Policy shall be the proportion of that liability or amount which represents a fair and equitable allocation between You and the other uninsured person or entity, taking into account the relative legal and financial exposures of, and the relative benefits obtained in any settlement by, You and the other person or entity in or as a result of the Claim or Official Inquiry.
- b. Where any liability or amount is incurred in respect of any Claim or Official Inquiry which arises from both matters covered and matters not covered by the Policy, Our liability under the Policy is limited to the proportion of that liability or amount which represents a fair and equitable allocation taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under the Policy.
- c. If the parties are unable to agree on a fair and equitable allocation, then such allocation is to be determined by a Senior Counsel (to be mutually agreed upon by parties, or in the absence of agreement, to be appointed by the President of the Bar Association, or equivalent organisation, in the jurisdiction in which the liability or amount was incurred).
- d. We may at Our sole discretion, pay Loss pending Senior Counsel determination. The costs of the Senior Counsel shall be borne by Us and do not form part of Defence Costs.
- e. The Senior Counsel is:
  - i. to determine the fair and equitable allocation as an expert, not as arbitrators. We and You may make submissions to the Senior Counsel.
  - ii. not limited to a consideration of such submission and is to determine the fair and equitable allocation in his or her own judgment and opinion. Such determination shall be final and binding.

f. While the proportion of Defence Costs to be advanced under the Policy remains disputed and undetermined, We shall advance that proportion of Defence Costs which We consider represents a fair and equitable allocation. The allocation finally agreed or determined shall be applied retrospectively to any Defence Costs incurred prior to agreement or determination but shall not be a presumption as to other Loss covered by the Policy.

## 2. Alteration to risk

You must notify Us as soon as reasonably practicable of any material alteration to risk during the Period of Insurance that You know or ought to have known is relevant to Our decision to insure You and the terms on which We will insure You, including but not limited to:

- a. You consolidating with or merging into or selling all or substantially all of Your assets to any other person or entity or group of persons and/or entities acting in concert; or
- b. any person or entity, whether individually or together with any other person or persons, entity or entities becomes entitled to exercise more than 50% of the rights to vote at general meetings of You or control the appointment of Directors who are able to exercise a majority of votes at board meetings of You; or
- c. You going into voluntary bankruptcy, receivership, liquidation or administration; or
- d. You entering into a scheme arrangement, debt agreement or arrangement with creditors; or
- e. any public offering of Your Securities; or
- f. the cancellation or suspension of, or the imposing of specific conditions upon, any statutory licence or registration You or an Insured Person is required to hold at law in order to conduct Your Business.

## 3. Assignment

You must not assign the Policy, or any rights under the Policy, without Our prior written consent by way of Endorsement to the Policy. We will not unreasonably withhold Our consent.

## 4. Claim settlement

If You disagree with a Claim settlement recommended by Us, You may elect to contest such Claim. However, Our liability in respect of the Claim shall not exceed the amount for which the Claim could have been so settled plus the Defence Costs and any other covered Loss incurred up to the date of such election.

## 5. Conduct of defence/settlement

- a. Unless otherwise agreed, We shall be entitled at any time to take over and conduct in the name of You the investigation, defence and/or settlement of any Claim or legal representation at an Official Inquiry. If We do this We will have regard to Your interests and act reasonably.
- b. You shall not, without Our prior written consent:
  - i. make any offer or admit liability for or settle any Claim or Official Inquiry. If You do, We may reduce or refuse Your claim to the extent We are prejudiced by Your admission or settlement; or
  - ii. incur any Defence Costs or legal representation costs; or
  - iii. assume any liability or obligation for any Loss for which indemnity is sought under the Policy; or
  - iv. forego, waive, exclude or limit any rights of indemnity or recovery.

c. We may reduce Our payment for or refuse to pay for any Loss, settlement or other liability assumed, or costs and expenses incurred by You to the extent We are prejudiced by such offer, payment, admission, Loss, settlement made or costs or expenses incurred without Our consent.

d. If We assume the conduct of the defence of a Claim or representation at an Official Inquiry and We carry out any investigation regarding such Claim or Official Inquiry without prejudice to the question of indemnity until sufficient facts and information are available to make a decision on the question of indemnity, this does not:

- i. indicate an Insured is entitled to indemnity under the Policy; or
- ii. waive or prejudice Our rights (if any) under the Policy.

## 6. Confidentiality

You or an Insured Person may not disclose to any other party that You have paid, or agreed to pay, a Premium for the Policy. You or an Insured Person must not otherwise disclose to any other party any terms of the Policy, including but not limited to the Limit of Indemnity, the Cover and the Exclusions except to the extent that:

- a. disclosure of the terms of the Policy is required by law;
- b. disclosure is to legal advisors for the purposes of You obtaining Policy Claims advice; or
- c. We may consent in writing to disclosure of the terms of the Policy.

## 7. Co-Operation/mitigation

- a. You shall, at Your own cost, immediately provide Us such assistance and information as We may reasonably require to enable Us to determine whether or not You are entitled to an indemnity under the Policy, and to enable Us to investigate and defend any Claim, including representation of You or any Insured Person at an Official Inquiry, or investigate any other Claim for indemnity under the Policy.
- b. You shall, at Your own cost, diligently do all things reasonably practicable to avoid or minimise any Loss hereunder.

## 8. Senior Counsel

If a dispute arises between Us and You and/or an Insured Person as to whether or not to contest any Claim, neither We nor You and/or an Insured Person shall be required to contest such Claim unless a Senior Counsel (to be mutually agreed upon by Us and You or an Insured Person or, failing agreement, the President of the Law Society or equivalent body in the State where Claim is being heard or defended) shall advise that such Claim should be contested. Senior Counsel shall advise having regard to the economics of the matter, the damages and costs which are likely to be recovered against You and/or an Insured Person and the likely Defence Costs that will be incurred in defending the Claim and the prospects of successfully defending the Claim. The costs of Senior Counsel shall be borne by Us. However, no Excess shall apply to those Defence Costs.

## 9. Notification

You must notify Us of any Claim made against You or Official Inquiry notified to You, during the Period of Insurance as soon as practicable and during the Period of Insurance or Discovery Period, if applicable.

You must give notice of any Claim or Official Inquiry, or other matter in writing, and send it to the Claims Manager, Territory Insurance Office (TIO), 24 Mitchell Street, Darwin, NT, 0800.

## Part A – Directors and Officers Liability

### The cover

#### 1. Individual cover

We will pay to or on behalf of the Insured Person all Loss resulting from a Claim against the Insured Person for any Management Wrongful Act, except to the extent that You are not legally permitted and have not agreed to indemnify the Insured Person. This cover only applies where the Claim is first made during the Period of Insurance and reported to Us in the Period of Insurance, or Discovery Period if applicable.

#### 2. Your reimbursement

We will pay to You or on Your behalf all Loss resulting from a Claim against the Insured Person for any Management Wrongful Act to the extent that You are legally permitted and have agreed to indemnify the Insured Person. This cover only applies where the Claim is first made during the Period of Insurance and reported to Us in the Period of Insurance, or Discovery Period if applicable.

#### 3. Your liability cover

We will pay to or on Your behalf all Loss resulting from a Claim against You for any Management Wrongful Act. This cover only applies where the Claim is first made during the Period of Insurance and reported to Us in the Period of Insurance, or Discovery Period if applicable.

#### 4. Legal representation costs

In respect of any Official Inquiry, We will pay legal representation costs of the Insured Person to or on behalf of:

- a. the Insured Person, where You are not legally permitted and have not agreed to indemnify the Insured Person for such legal representation costs; or
- b. You where You are legally permitted and have agreed to indemnify the Insured Person for such legal representation costs.

This cover only applies where the notice compelling the Insured Person's attendance at the Official Inquiry is first served on the Insured Person in the Period of Insurance, or Discovery Period, if applicable.

#### 5. Excess of Limit of Indemnity for all Insured Persons

In the event that the Limit of Indemnity and all other indemnification available to an Insured Person is exhausted, We will automatically extend cover under this Policy for Part A Insuring Clauses 1, 2 and 4 up to the "Excess of Limit of Indemnity" as outlined below.

This cover is only available where:

- a. there is/are no other source or sources of indemnification available to the Insured Person; and
- b. the "Excess of Limit of Indemnity" is up to a maximum of \$1,000,000 in the aggregate for all Insured Persons during the Period of Insurance.

## Definitions applicable to Part A of this Section

**Bail and Civil Bond Expenses** means the premium (but not collateral) for a bond or other financial instrument to guarantee the contingent obligation of an Insured Person for a specified amount required by a court hearing a Claim.

**Crisis** means any of the following unforeseen events where, in the reasonable opinion of Your managing Director (or equivalent) the event has the potential to cause an immediate and serious effect on the Business of greater than 20% of Your total annual consolidated revenues, if left unmanaged:

- a. the sudden, unexpected death or disability of any Director or Officer;
- b. the sudden loss of a major customer, contract or credit facility;
- c. Employee workplace violence;
- d. the first apparent unauthorised intrusion into Your computer facilities;
- e. a recall or boycott of any product;
- f. a man made disaster; or
- g. any criminal or fraud investigation.

Crisis is not an event that affects generally the industry in which You conduct Your Business.

**Joint Venture** means any unincorporated enterprise undertaken jointly by You with a Third Party.

Loss means the amount You and/or an Insured Person is legally liable to pay including but not limited to damages, judgments, interest, claimant's costs and expenses and settlements entered into with Our prior written consent.

**Media Costs** means reasonable fees and expenses of a public relations firm which You and/or an Insured Person engages with Our prior written consent (not to be unreasonably withheld) for the purpose of preventing or limiting potential adverse or negative publicity in respect of a covered Claim or Official Inquiry.

**Non-Executive Director** means:

- a. any natural person who was or is or during the Period of Insurance becomes a member of Your board; and
- b. who within the last three years:
  - i. has not served as an executive Director for You; and
  - ii. has not been one of Your Employees; and
  - iii. has not received, either directly or indirectly from You, money or benefits of any kind for services given in any capacity except as a Director of You.

**Retired Director or Officer** means a Director or Officer of Your Business who has ceased to hold any such office prior to the expiry of the Period of Insurance, for any reason other than disqualification, and who has not assumed any similar office with You.

**Spouse** means any lawful spouse, civil partner or person deriving a similar status by reason of statute or common law.



**Transaction** is where:

- a. You consolidate with or merge into or sell all or substantially all of Your assets to any other person or entity or group of persons and/or entities acting in concert; or
- b. any person or entity, whether individually or together with any other person or persons, entity or entities becomes entitled to exercise more than 50% of the rights to vote at Your general meetings or control the appointment of Directors who are able to exercise a majority of votes at Your board meetings.

## Limitations of cover applicable to Part A of this Section

### 1. Excess

- a. Our liability under Part A of this Section shall apply only to that part of each Loss, which exceeds the Excess as set out in the Schedule for Part A of this Section. Such Excess shall be borne by You and shall remain uninsured.
- b. The Excess with respect to a Claim is inclusive of Defence Costs.
- c. Where We make a payment in respect of a Claim, including for Defence Costs, which includes payment of part or all of the Excess, You shall within 30 days of being notified by Us, reimburse Us for the amount of the Excess paid by Us on behalf of You.

### 2. Limit of Indemnity

Our total liability for all Claims under Part A of this Section shall not exceed the Limit of Indemnity stated in the Schedule.

For the purpose of this clause, an Official Inquiry is deemed to be a Claim, even if there is no Management Wrongful Act alleged.

Any number of Claims against, or Official Inquiries involving, You and/or an Insured Person which arose out of or are attributable to or connected in any way with a single Management Wrongful Act or the same conduct or a series of the same, related, interconnected or continuous Management Wrongful Acts or conduct shall constitute a single Claim or Official Inquiry for the purpose of Part A of this Section.

Where there is more than one such Claim, all such Claims shall be deemed first made when the earliest such Claim was first made.

## Additional benefits to Part A of this Section

### 1. Automatic Reinstatement of the Limit of Indemnity for Non-Executive Directors

In the event the Limit of Indemnity and all other indemnification available to a Non-Executive Director is exhausted We will reinstate the Limit of Indemnity once, provided that this provision is only available to Insured Persons to the extent an Insured Person is a Non-Executive Director of You.

### 2. Bail and Civil Bond Expenses

We agree to pay to You or on Your behalf the Bail and Civil Bond Expenses for a period not exceeding 12 months. You must obtain Our prior written consent, which shall not be unreasonably withheld. Our maximum liability, for all such Loss for all Insured Persons, is sub-limited to \$100,000 in the aggregate in any one Period of Insurance.

No Excess applies to this additional benefit.

## 3. Spousal Liability

If a Claim against an Insured Person includes a Claim against an Insured Person's Spouse solely by reason of:

- a. their legal status as a Spouse of an Insured Person; or
- b. ownership or interest in property which the claimant seeks as recovery for alleged Management Wrongful Acts of an Insured Person then:
  - i. all Loss which such Spouse becomes legally obligated to pay by reason of such Claim will be treated for purposes of Part A of this Section as Loss which an Insured Person becomes legally obligated to pay on account of the Claim made against an Insured Person;
  - ii. all terms and conditions of Part A of this Section, including without limitation the Excess if any, applicable to Loss incurred by an Insured Person in the Claim will also apply to such spousal Loss; and
  - iii. the cover provided by this additional benefit does not apply to the extent the Claim alleges any act or omission by an Insured Person's Spouse.

## 4. Retired Director or Officer

We agree to indemnify any Retired Director or Officer for Claims made against, or Official Inquiries involving, such persons during the 84 months immediately following the expiry of this Period of Insurance, provided that:

- a. the Policy is not renewed or replaced with any other policy affording Directors and Officers or management liability cover; and
- b. a Discovery Period (other than the 30 day automatic Discovery Period) is not invoked.

## 5. Workplace Health and Safety Laws

Notwithstanding Specific Exclusion 1. "Bodily Injury & Property Damage", under Specific exclusions applicable to Part A and B of this Section, We will pay Defence Costs in respect of any Claim for a Management Wrongful Act, or legal representation costs in respect of an Official Inquiry, involving conduct which, if established, would constitute a breach of Workplace Health and Safety legislation.

For the sake of clarity this additional benefit does not apply to workers' compensation claims.

## Extra covers to Part A of this Section

### 1. Advancement of Defence Costs

We shall advance Defence Costs for a Claim or costs for an Official Inquiry, as incurred with Our prior written consent, within a reasonable time of receipt by Us of an invoice from defence counsel and prior to final disposition or adjudication.

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.

If at any time a Claim or Official Inquiry, or part thereof, is determined by Us to be outside the scope of indemnity provided by Part A of this Section, including as determined pursuant to Specific conditions applicable to Part A & B of this Section



"1. Allocation of Loss", We reserve the right to recover any Defence Costs or costs for an Official Inquiry paid under this extra cover from You and/or an Insured Person to the extent that is established by final adjudication, that You and/or an Insured Person were not entitled to indemnity under Part A of this Section.

However, if and to the extent that You and/or an Insured Person are not entitled to cover for Loss under the terms of Part A of this Section, then We will cease to make any such advances and any amounts previously advanced shall be repaid to Us by You and/or an Insured Person, according to Your and/or an Insured Person's respective rights and interests.

If a Claim alleges a Management Wrongful Act, or illegal or improper conduct, as described in the Specific exclusions applicable to Part A of this Section "3. Dishonesty or Improper Conduct", then We will advance Defence Costs in respect of such Claim until an admission by You and/or an Insured Person, a final judgment or other final adjudication that You and/or an Insured Person did in fact commit such Management Wrongful Act or engage in such conduct.

## 2. Continuous cover

Notwithstanding Specific exclusions applicable to Part A & B of this Section "5. Known, prior or pending Claims", We will provide cover under this Section Part A for Loss from Claims arising from facts known to You and/or an Insured Person prior to the Period of Insurance, provided that:

- a. You and/or an Insured Person first became aware of the facts that gave rise to the Claim prior to Period of Insurance; and
- b. You and/or an Insured Person have maintained uninterrupted coverage with Us since You first became aware of the fact that gives rise to the Claim; and
- c. Part A of this Section of the Policy is a replacement or renewal of the policy You and/or an Insured Person held with Us when You and/or an Insured Person first became aware of the fact that gave rise to the Claim in accordance with clause a. above; and
- d. there has been no fraudulent non-disclosure or fraudulent misrepresentation by You and/or an Insured Person; and
- e. the cover provided under this extra cover will be in accordance with the terms of Part A of this Section of the Policy.

## 3. Court Attendance Reimbursement

Where an Insured Person is legally compelled to attend Court to give evidence in connection with a Claim covered by the Policy, We agree to pay a daily amount of \$250 in respect of that Insured Person's attendance. The sub-limit of indemnity for all payments in the aggregate under this extra cover is \$100,000 for all Insured Persons in any one Period of Insurance.

No Excess applies to this extra cover.

## 4. Crisis Management Costs

We agree to pay to You or on Your behalf the reasonable costs and expenses paid by You for external crisis management services provided in response to a Crisis within the first 30 days after the Crisis. The entity or person providing the services, and

their fees and expenses, must first be approved by Us. We are not liable for any fees and expenses incurred by You without Our prior approval, not to be unreasonably withheld. Please contact Us to confirm approval for these costs.

The sub-limit of indemnity for this extra cover for all such costs and expenses in respect of all Crises, is \$100,000 in any one Period of Insurance.

No Excess applies to this extra cover.

## 5. Fines & Penalties Cover

We agree to cover as Loss, to the extent permitted by law, any fines and penalties imposed upon You and/or the Insured Person in the jurisdictions of, and under the laws of, Australia on account of any Claim, with the exception of fines and penalties:

- a. which are uninsurable at law; or
- b. arising directly or indirectly from a requirement to pay taxes, duties, rates, levies, charges, fees or any other revenue raising measure; or
- c. imposed where You and/or the Insured Person knew, or where a reasonable person ought reasonably to have known, prior to the Period of Insurance that You and/or the Insured Person had committed an offence under law; or
- d. imposed pursuant to any law regulating air, marine or vehicular traffic; or
- e. imposed by reason of conduct that is established by final adjudication to have been reckless, grossly negligent or a knowing violation of any law or regulation.

In the event of any conflict between this extra cover and the Specific exclusions applicable to Part A & B of this Section "1. Bodily Injury & Property Damage", "2. Geographical limits" and "6. Pollution" and the Additional benefits to Part A of this Section "5. Workplace Health and Safety Laws this additional benefit shall apply.

The total payable under this extra cover shall not exceed \$250,000 in the aggregate combined for You and all Insured Persons in any one Period of Insurance.

## 6. Joint Venture Liability

We agree to extend cover to Claims resulting from Your participation in any Joint Venture,

Provided that:

- a. the cover given will only relate to Your proportion of any liability incurred by such Joint Venture; and
- b. Your income derived from participation in such Joint Venture shall have been included in the calculation of income furnished by You for the purposes of calculating the Premium for the Policy.

## 7. Media Costs

We agree to pay Media Costs of You or any Insured Person against which or whom a Claim is made and which is covered by the Policy. The sub-limit of indemnity for all payments under this extra cover is \$100,000 in the aggregate for all Claims combined for You and all Insured Persons in any one Period of Insurance.

No Excess applies to this additional benefit.

## 8. Discovery Period

An automatic Discovery Period of 30 days is provided in some circumstance. Refer to Optional benefits applicable to Part "A" of this Section "1. Discovery Period" below for details of the circumstances, terms and conditions applicable to this extra cover.

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

#### 1. Discovery Period

If We refuse to offer any renewal terms for the Policy at the end of the Period of Insurance for any reason other than non-payment of Premium or fraudulent nondisclosure or misrepresentation, then You shall be entitled to:

- a. an automatic Discovery Period of 30 days with no additional Premium payable; or
- b. purchase a Discovery Period of 12 months, upon Your written request to do so within 30 days following the end of the Period of Insurance at an additional Premium determined by Us.

If a Transaction occurs, You may purchase a Discovery Period of up to 72 months. This is at Our discretion, and conditional upon:

- a. Your written request to do so within 30 days following the end of the Period of Insurance or the effective date of the Transaction, whichever is the earlier; and
- b. payment of the additional Premium determined by Us within 30 days of Our request for the additional Premium; and
- c. the Policy not being replaced by any other policy or policies affording substantially the same cover as the Policy.

If a Discovery Period is effected, We will issue You with an Endorsement confirming the applicable Discovery Period and any additional Premium payable. If a Discovery Period is effected, the Limit of Indemnity shall not be increased in any way. A Discovery Period may not be cancelled by You and the additional Premium for a Discovery Period is not refundable.

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

We shall not be liable under this Part A of this Section for any Loss for any Claim:

#### 1. Asbestos

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.

#### 2. Consensual Claims

made, brought or maintained by or on behalf of any person or entity with the solicitation, co-operation or assistance of You and/or any Insured Person.

#### 3. Dishonesty or Improper Conduct

which involves You and/or the Insured Person:

- a. committing or permitting any criminal, fraudulent, dishonest or malicious act;
- b. knowingly, wilfully or recklessly violating any obligation, contract, law or regulation;

- c. gaining any personal profit or advantage to which You and/or the Insured Person were was not legally entitled;
- d. having been improperly involved in any Securities transaction by using information that is/was not available to other sellers or purchasers of such Securities;
- e. having been improperly involved in any Securities transaction by using information that is/was not available to other sellers or purchasers of such Securities; or
- f. engaging in any conduct, breach or contravention which is subject to the prohibition in Section 199B of the Corporations Act 2001 (Cth).

This exclusion will only apply where the conduct in question has been established by admission, court judgment or other final adjudication. No fact pertaining to conduct of, or knowledge possessed by, You and/or an Insured Person will be imputed to any other Insured Person and/or You to determine whether any part of this exclusion applies.

This exclusion shall not apply in relation to Defence Costs, or legal representation costs, in respect of additional benefit of Part A of this Section "5. Workplace Health and Safety Laws" or Extra Covers to Part A of this Section "1. Advancement of Defence Costs".

#### 4. Employment Practice Breaches

arising from, attributable to or in any way connected with an Employment Practices Breach.

#### 5. Restrictive Trade Practices

resulting from Claims against You and/or an Insured Person arising directly or indirectly from or in respect of any alleged or actual restrictive trade practices including but not limited to, Part IV of the Competition and Consumer Act 2010 (Cth) or tortious interference with any other party's business or contractual relationship.

#### 6. You versus Insured Person

brought or maintained by You.

This exclusion does not apply to:

- a. Defence Costs of any Insured Person; or
- b. any Claim:
  - i. by a liquidator, administrator or receiver; or
  - ii. arising from a shareholder derivative action, which has been brought or maintained without the solicitation or participation of any Insured Person.

#### 7. Breach of Professional Duty

arising from:

- a. the rendering or failure to render professional services and/or professional advice; or
- b. a breach or alleged breach of any contract for the provision of professional services and/or professional advice.

#### 8. Major Shareholders

directly or indirectly brought or maintained by or on behalf of any shareholder of You:

- a. where, at the time of the Management Wrongful Act, such shareholder held (20%) or more of Your issued share capital either directly or beneficially; or
- b. where, at the time of the Management Wrongful Act, the shareholder had any representation on Your board of Directors.

### Specific exclusions relating to Cover Clause 3 – Your Liability Cover

In addition to the Specific exclusions applicable to Part A of this Section, We will not pay for any Loss under Cover Clause 3 “Your Liability Cover” in respect of any Claim directly or indirectly:

- a. arising from or attributable or related to any actual or alleged breach of any law, whether statutory, regulatory or common law, relating to any trust, business competition, price fixing, unfair or restrictive trade practice or tortious interference in any other party’s business or contractual relationships;
- b. in respect of any actual or alleged misappropriation, plagiarism or infringement of any trade mark, trade secret, patent, copyright or any other intellectual property rights;
- c. arising out of any actual or alleged violation of any responsibilities, obligations or duties protecting or regulating any superannuation, pension or similar fund;
- d. arising from, attributable to or in any way connected with any actual or alleged trading or business debt incurred by You or any guarantee given by an Insured Person for any debt;
- e. arising from, attributable to or in any way connected with any duty, obligation or liability assumed by You under any contract, warranty, guarantee or indemnity, unless such duty, obligation or liability would have existed in the absence of such assumption;
- f. arising from or attributable or related to any actual or alleged obligation pursuant to any law, regulation, industrial agreement in respect of workers compensation, workplace health and safety, disability benefits, unemployment benefits or compensation, retirement benefits, social security benefits or any similar law or regulation whatsoever;
- g. arising from or attributable or related to any actual or alleged breach of any environmental protection legislation or regulation whatsoever;
- h. arising from, attributable to or in any way connected with:
  - i. the unauthorised communication, display, distribution or publication of Electronic Data;
  - ii. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
  - iii. error in creating, amending, entering, deleting or using Electronic Data; or
  - iv. 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.

## Part B – Employment Practices Liability

### The cover

#### 1. Employment Practices Breach

We will pay to You or on Your behalf all Loss resulting from a Claim against You for any Employment Practices Breach. This cover only applies where the Claim is first made during the Period of Insurance and reported to Us in the Period of Insurance, or Discovery Period if applicable.

#### 2. Third Party Discrimination and Sexual Harassment Cover

We will pay to You or on behalf of You all Loss resulting from a Claim made by a Third Party against You for Discrimination or Sexual Harassment, up to the sub limit of \$50,000 in the aggregate for all Claims during the Period of Insurance. This cover only applies where the Claim is first made during the Period of Insurance and reported to Us in the Period of Insurance.

### Definitions applicable to Part B of this Section

**Discrimination** means discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law).

**Employment Benefits** means, but is not limited to:

- a. non-monetary benefits to the allocation of a company car, travel allowance, mobile or landline telephone, medical or life insurance expenses, education and training allowances, and equipment allowances;
- b. stock, shares, stock options, share options or any entitlement or right under any employee plan of any description;
- c. participation in any stock, share option or share option plan, or participation in any employee plan of any description;
- d. severance or redundancy payments or entitlements;
- e. any benefit, payment or entitlement of any kind in respect of paid or unpaid leave;
- f. bonus or incentive payments, or any entitlement or right under a bonus or incentive plan (which, for the avoidance of doubt, does not include any payments, entitlement or right under any commission scheme);
- g. payments or contributions in respect of any provident, benefit, superannuation, pension or retirement fund, or any other account, fund, scheme or plan intended to provide benefits, in whole or in part, at retirement or a particular age, or on the happening of a particular event; or
- h. any amount You pay or are ordered to pay pursuant to any determination or settlement in respect of an allegedly unfair contract, notwithstanding that You acted in accordance with the terms of the employment contract.

**Loss** means any amount which You become legally obligated to pay on account of any Claim made during the Period of Insurance. Such Claim must be made against You for an Employment Practices Breach or Discrimination or Sexual Harassment for which cover applies, including, but not limited to damages, judgments settlements and Defence Costs.

Loss does not include:

- a. any amount for which You are absolved from payment;
- b. taxes, fines or penalties imposed by law;
- c. the multiple portion of any multiplies damage award or punitive or exemplary damages; or
- d. any other amount which is uninsurable under the law pursuant in relation to the cover provided by Part B of this Section.

**Sexual Harassment** means any unwelcome sexual conduct, advances, contact or communications including requests for sexual favours.

## Limitations of Cover applicable to Part B of this Section

### 1. Excess

- a. Our liability under Part B of this Section shall apply only to that part of each Loss, which exceeds the Excess as set out in the Schedule for Part B of this Section. Such Excess shall be borne by You and shall remain uninsured.
- b. The Excess with respect to a Claim is inclusive of Defence Costs.
- c. Where We make a payment in respect of a Claim, including for Defence Costs, which includes payment of part or all of the Excess, You shall within 30 days of being notified by Us, reimburse Us for the amount of the Excess paid by Us on behalf of You.

### 2. Limit of Indemnity

Our total liability for all Claims under Part B of this Section shall not exceed Limit of Indemnity stated in the Schedule.

For the purpose of this clause, an Official Inquiry is deemed to be a Claim, even if there is no Employment Practices Breach or Discrimination or Sexual Harassment alleged.

Any number of Claims against, or Official Inquiries involving, You and/or an Insured Person which arose out of or are attributable to or connected in any way with a single Employment Practices Breach or Discrimination or Sexual Harassment or the same conduct or a series of the same, related, interconnected or continuous Employment Practices Breaches or Discriminations or Sexual Harassments or conduct shall constitute a single Claim or Official Inquiry for the purpose of Part B of this Section.

Where there is more than one such Claim, all such Claims shall be deemed first made when the earliest such Claim was first made.

## Optional benefits applicable to Part B of this Section

### 1. Discovery Period

If We refuse to offer any renewal terms for the Policy at the end of the Period of Insurance for any reason other than non-payment of Premium or fraudulent nondisclosure or misrepresentation, then You shall be entitled to:

- a. an automatic Discovery Period of 30 days with no additional Premium payable; or
- b. purchase a Discovery Period of 12 months, upon Your written request to do so within 30 days following the end of the Period of Insurance at an additional Premium determined by Us.

If a Discovery Period is effected, We will issue You with an Endorsement confirming the applicable Discovery Period and any additional Premium payable. If a Discovery Period is effected, the Limit of Indemnity shall not be increased in any way. A Discovery Period may not be cancelled by You and the additional Premium for a Discovery Period is not refundable.

## Specific exclusions application to Part B of this Section

We shall not be liable under this Part B of this Section for any Loss for any Claim:

### 1. Employment Benefits

in connection with Employment Benefits.

### 2. Industrial Action

- a. involving a lockout, strike, picket line, stand down, related worker replacement(s) or other similar actions resulting from industrial disputes or negotiations; or
- b. involving industrial disputes other than industrial disputes relating to an unfair dismissal comprising an application by an Employee on the basis that termination of employment is harsh, unjust or unreasonable.

### 3. Compliance / Non-Compliance

- a. for or in connection with the cost of complying with any injunctive or other non-monetary relief or any agreement to provide any such relief; or
- b. for non-compliance with any judgment, award, determination or demand against You issued or published by any court or statutory body.

### 4. Workplace changes

for any costs incurred arising from any requirement for physical modifications to Your premises, fixtures, fittings, plant or equipment or changes to Your usual Business operations.

### 5. Unfair Contract

for or in connection with an allegedly unfair contract of employment.

## Part C – Crime

### The cover

We will pay You in accordance with the Basis of Settlement for any loss of Property caused by Employee Dishonesty, provided that:

- a. the loss happens during the Period of Insurance;
- b. the loss is discovered not later than 12 months after the expiry of the Period of Insurance or not later than 12 months after the termination of the employment of the Employee, whichever occurs first;
- c. the Sum Insured shown in the Schedule under this Section will be reduced by the total of any claims payable by Us for losses resulting from Employee Dishonesty by that Employee in any period before the current Period of Insurance; and
- d. We will not be liable for more than the Sum Insured shown in the Schedule in respect of all losses suffered during the Period of Insurance.

### Definitions applicable to Part C of this Section

**Employee** means any person who is employed by You in the Business who You compensate by salary, wages, commission or other benefit and have the right at all times to govern, control and direct in the performance of their work. An Employee does not include:

- a. a partner, director or trustee unless they are acting in their capacity as an Employee; or
- b. any broker, factor, consignee or contractor.

**Employee Dishonesty** means the unlawful taking of Property by Your Employee, whether acting alone or in collusion with others, with the intent to:

- a. cause loss to You; or
- b. benefit any person or organisation other than You.

**Property** means any property, including Money, that belongs to You or which You are legally responsible for.

**Social Engineering Fraud** means any act of a person to deceive or mislead an Employee into transferring, paying or delivering cash, valuables and/or other property, or changing any bank account details held by You, by impersonating or representing that they are another person who has authority to provide such instructions, but who is not duly authorised to give those instructions.

**Time Limitations** means those limitations as to the time of discovery of a loss and/or the time when a loss occurred that appear in "The cover" and in additional benefit 3. Retroactive cover applicable to this Section.

### Basis of Settlement applicable to Part C of this Section

The Basis of Settlement will be:

1. for Property other than Money, We will at Our option (acting reasonably):
  - a. pay to You the amount of the loss of Property; or
  - b. reinstate or replace the Property so that the function, output and construction are similar to the Property when it was new, by repairing it or at Our option (acting reasonably) replacing that part of the Property with similar new property;
2. for Money, We will pay to You the amount of Your loss; Provided that:
  - a. We will not pay more than the Sum Insured shown in the Schedule for in respect of all losses suffered during the Period of Insurance;
  - b. for Property other than Money, after payment for, or replacement of, any lost Property that Property, if recovered, will belong to Us subject to Your right to reclaim it upon repayment of any amount paid by Us; and
  - c. for Money, any recovery made either by You or by Us after settlement of the claim will first be applied to any uninsured loss borne by You.

### Limitations of cover applicable to Part C of this Section

#### 1. Excess

We will not pay the amount of the Excess shown in the Schedule for this Section.

#### 2. Accumulation of Sum Insured

Any amount payable to You under this Section will not accumulate with any other cover that may be available for the same loss under Theft and/or Money Sections of the Policy.

### Additional benefits applicable to Part C of this Section

Consequent upon a claim being admitted, We will also:

#### 1. Automatic reinstatement

reinstate the Sum Insured to the original amount immediately preceding such claim subject to the payment of any extra Premium We may require, provided that We will not be liable more than once for the Sum Insured stated in the Schedule for any loss that arises out of the act or acts of any one Employee or for which that Employee is concerned or implicated by acting in concert with any other person.

#### 2. Cost of recovery

pay up to an additional 20% of the Sum Insured for costs and expenses You have reasonably incurred with Our permission in an attempt to recover Property that has been lost as a result of Employee Dishonesty. We may withhold Our consent for recovery if, in Our opinion, the attempted recovery is not economically viable.

#### 3. Retroactive cover

cover any loss that is within the Time Limitations, if Part C of this Section of the Policy is substituted for any prior policy of Employee Dishonesty insurance carried by You that is terminated, cancelled or allowed to expire at the time of substitution, provided that:

- a. the loss would have been recoverable by You under the prior policy except for the fact that the time within which to discover any loss had expired;
- b. the cover We provide will fall within, and will not be in addition to, the Sum Insured shown in the Schedule;
- c. the loss would have been covered under Part C of this Section had Part C of this Section with its terms, limitations and conditions at the time of the substitution been in force when the acts or defaults causing the loss were committed;
- d. recovery under Part C of this Section for the loss will not exceed the amount that would:
  - i. be recoverable under Part C of this Section had those acts or defaults been committed immediately before discovery; or
  - ii. have been recoverable under the prior policy had it continued in force until the discovery of the loss; whichever is the lesser; and
- e. We will not be liable for any loss arising from any act of fraud or dishonesty committed more than 12 months before the commencement of Part C of this Section of the Policy.



#### 4. Superannuation funds

extend the definition of “You”, “Your” and “Yours” under Part C of this Section to include any superannuation or pension scheme formed by You and exclusively for the benefit of Employees provided that it does not include any scheme that is administered by a professional funds manager.

#### 5. Unidentifiable Employee

pay for any loss You suffer where You are unable to identify the specific Employee whose conduct has given rise to the loss, provided that You can prove that the loss was caused by Employee Dishonesty of one or more Employees.

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

We will not pay for:

1. any loss or part of a loss the proof or quantification of which depends upon any shortage revealed by or inconsistency in any accounting records, an inventory computation or enumeration, a comparison of inventory records with an actual physical count, or a profit and loss computation;
2. any loss arising from the conduct of an Employee after You have knowledge or information of any prior act of fraud or dishonesty by that Employee;
3. any loss arising from a failure to make payment of or default under any loan or credit transaction obtained from or made by You whether authorised or unauthorised unless there is fraud or dishonesty by an Employee;
4. any loss arising out of a change or variation in the method of conducting the Business that results in information furnished to Us in any Proposal or application for this insurance or any supporting documentation being different in some material degree.
5. a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data,  
b. error in creating, amending, entering, deleting or using Electronic Data, or  
c. total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all, from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.
6. any loss arising from Social Engineering Fraud.

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

If You do not meet the following conditions, We may reduce or refuse to pay a claim to the extent We are prejudiced by Your noncompliance.

##### 1. Checks and precautions

You must perform all checks or precautions described by You in any Proposal for this insurance or any documentation supporting the Proposal.

##### 2. Change in Business arrangements

You must inform Us as soon as reasonably possible in writing and obtain Our written consent if there has been any change in the ownership of the Business without Our prior written consent.

#### 3. Claims against Employee

In the event of any loss being discovered You must, to the extent allowed by law, retain all salary, commission moneys or assets that are the property of the Employee in respect of whose conduct a claim is made and which are or may come within Your control and You must apply them towards making good the amount of the loss.

#### 4. Dishonest Employee

You must give to Us written notice as soon as reasonably possible upon the discovery of any conduct that is fraudulent or dishonest by any Employee or of reasonable cause for suspicion as to any such conduct by an Employee whether giving rise to a claim or not. We will not pay for any loss occurring after the date of discovery of such conduct.

#### 5. Counter signatories for financial transactions

All cheques and other financial transactions in excess of \$1,000 must be counter-signed by Your authorised officer who must, independently of the Employee(s) drawing the cheque or handling the financial transaction, verify the efficacy of the supporting documentation for the cheque or financial transaction.

It is a further condition of cover provided in this Section that arrangements be in place with Your financial service provider to not honour cheques or financial transactions in excess of \$1,000 that have not been counter-signed by Your authorised officer.

#### Part D – Tax Audit

##### The cover

We will insure You for the Professional Fees reasonably and necessarily incurred within Australia in connection with an Audit which commences during the Period of Insurance.

We will not pay You more than the Sum Insured shown in the Schedule for this Section Part D – Tax Audit during any one Period of Insurance.

##### Definitions applicable to Part D of this Section

**Audit** means the investigation of Your Business’ current and prior years’ financial affairs by an Australian statutory authority following lodgement of Your return and the making of an assessment (including a self-assessment) regarding Your obligation to pay:

- a. income tax;
- b. fringe benefits tax;
- c. capital gains tax;
- d. wholesale and sales tax;
- e. payroll tax;
- f. goods & services tax; or
- g. superannuation contributions tax.

For the purpose of Part D of this Section, the Audit commences at the time You first receive notice that the Auditor proposes to conduct an Audit, and is completed when the Auditor:

- a. has given written notice to You to that effect;



- b. notifies You that they have made findings in connection to an Audit and notified You of those findings and/or the actions the Auditor proposes to take in connection with those findings; or
- c. has issued an assessment or amended assessment as to Your liability to pay an amount under any relevant legislation.

**Auditor** means an officer of a statutory authority who is properly authorised to conduct the Audit.

**Professional Fees** means:

- a. fees paid to registered tax agents, financial advisers, company auditors, accountants and solicitors who are not Your employees, for the preparation of evidence to be submitted to the Auditor;
- b. fees charged to You for preparation of evidence by Your financial service providers;
- c. overtime paid by You to Your employees to prepare for or represent You in any Audit; and
- d. travelling and accommodation expenses incurred by You or Your employees in order to attend an Audit.

### Excess

You will bear as an uninsured contribution of the greater of 10% of all Professional Fees incurred or the amount shown in the Schedule in respect of each and every claim under Part D of this Section. All payments of Professional Fees made by Us in settlement of a claim under Part D of this Section will be exclusive of Your contribution which is to be paid by You directly to the supplier(s) of the service for which Professional Fees are payable.

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

We will not pay:

- a. for any legal liability, court costs, fines, penalties, tax, penalty tax or interest;
- b. for any routine enquiries or enquiries made by an Auditor which are not identified as being either preliminary to or relating to an Audit;
- c. for Professional Fees incurred:
  - i. prior to the commencement of the Audit;
  - ii. after the Audit has been completed;
  - iii. due to Your improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by an Auditor. Refusal or failure to comply will not be deemed to be improper, unwarranted or unjustified if You refuse or fail to comply upon the written advice of Your accountant or solicitor;
  - iv. from Audits or investigations under customs legislation;
  - v. from Audits which You were notified of or knew of prior to the Period of Insurance;
  - vi. from Audits of income received or earned, or where the source of income is, outside Australia or where the service giving rise to the claim are performed by people or entities ordinarily resident outside Australia;
  - vii. from any fraudulent act or omission committed by You or on Your behalf or by Your Employee(s);

viii. which are ordinarily associated with the maintenance and upkeep of Your Business accounts, returns, taxation and financial records and the preparation prior to lodgement of Your accounts, returns, taxation and financial records as required by any relevant legislation; or

- ix. more than twelve (12) months after the commencement of the Audit, unless You can show that completion of the Audit has been delayed as a result of the conduct of the Auditor;
- d. if the annual return in relation to which the Audit is proposed to be conducted was not reviewed by an accountant prior to dispatch;
- e. if the final assessment of Your taxable income for the period being Audited is more than 20% higher than the taxable income which You originally declare; or
- f. if You have not maintained all records that You are required to maintain or should or would maintain in the ordinary course of Your Business.

### Specific conditions applicable to Part D of this Section

#### 1. Errors

If You or any person acting on Your behalf becomes aware of any error in any return of income or other documents supplied to a statutory authority, You must notify the statutory authority without delay.

#### 2. Conduct during the Audit

You agree to:

- a. keep Us informed of all material matters in relation to the Audit;
- b. send Us copies of all correspondence in relation to the Audit as soon as reasonably possible after receiving them;
- c. instruct Your accountants and solicitors to provide Us with all relevant documents and reasonable information in relation to the Audit; and
- d. permit Us, when necessary, to instruct Your accountants and solicitors in matters relating to the Audit. When We do this, the Professional Fees will include the fees payable to Your accountants and solicitors arising from Our instructions of them. This does not mean We will take over or represent You in the Audit or investigation.

#### 3. Income disclosure

You must make full and complete disclosure of all income (including capital gains), turnover and expenses required by any tax legislation. If the final assessment of Your taxable income for the period being audited is more than 20% higher than the taxable income which You originally declare, We will not pay any of Your claim.

#### 4. Tax returns

You must submit all returns and documents within the time limits prescribed by all relevant statutes or regulations or within any extensions of time as lawfully granted by the relevant statutory authority.

We or Our duly appointed agent may conduct Our own investigation in to any matter which is or may be the subject of a claim under the Part D of this Section of the Policy.

## Professional Indemnity Section

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.

### Important Notice: "Claims made and notified" Cover

This Section provides a "Claims made and notified" cover and will only respond to Claims first made against You or an Insured Person during the Period of Insurance and notified to Us during the Period of Insurance.

To the extent permitted by law, We will not pay for any Claim that You or an Insured Person notify Us of after the Period of Insurance has expired.

### The cover

We agree to indemnify You and any Insured Person against civil liability for Damages and awards of claimants' costs arising from any Claim that:

- a. arises from the provision by You or an Insured Person or failure by You or an Insured Person to provide Professional Services;
- b. is first made against You or an Insured Person during the Period of Insurance; and
- c. is notified to Us during the Period of Insurance.

The civil liability referred to above includes, but is not restricted to, civil liability arising out of:

- a. any actual or alleged misleading or deceptive conduct at law or under the Competition and Consumer Act 2010 (Cth), the Australian Securities and Investments Commission Act 2001(Cth), the Corporations Act 2001 (Cth) or any equivalent provisions in the State Fair Trading Acts, or their respective successor or preceding legislation;
- b. defamation, slander or libel;
- c. any breach of intellectual or industrial property or trade secret whether registered or unregistered, including but not limited to trade marks, designs, patents and copyright; or
- d. breach of privacy or duty of confidentiality.
- e. any act, conduct or matter in connection with Electronic Data or computer systems.

### Definitions applicable to this Section

In the Policy, unless the context requires otherwise:

**Claim** means:

- i. a written or verbal assertion of a right to, or demand by a third party for, compensation or Damages; or
- ii. a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter claim or third or similar party notice for compensation or non-monetary relief; or
- iii. a civil proceeding brought by a third party for recovery of compensation or Damages,

in respect of an actual or alleged breach of professional duty that arises from the provision by You or an Insured Person or failure by You or an Insured Person to provide Professional Services.

**Damages** means any amount that You or an Insured Person shall be legally liable to pay as monetary compensation in respect of judgments or arbitral awards rendered against You or an Insured Person, or settlements entered into with Our prior written consent in relation to a Claim.

**Defence Costs** means all reasonable legal fees, costs and expenses, including disbursements for which You or an Insured Person are legally liable and which You or an Insured Person incur after a Claim is made, with Our prior written consent (such consent not to be unreasonably delayed or withheld), in the investigation, defence, adjustment, settlement or appeal of any Claim.

**Direct Financial Loss** means the physical loss of Money belonging to You or in Your care, custody or control, sustained by You directly as a result of a dishonest, fraudulent or malicious act. It does not mean:

- i. costs, fees or expenses of prosecuting or defending any demand, Claim or legal proceeding resulting from a Direct Financial Loss covered by the Policy;
- ii. costs, fees or other expenses in establishing the existence or amount of any Direct Financial Loss;
- iii. salary, wages, commissions, fees, bonuses, promotions, awards, profit-sharing, superannuation or any other remuneration of any Employee or Officer;
- iv. complete or partial non-payment under any credit arrangement;
- v. interest or other indirect or Consequential Loss;
- vi. any Direct Financial Loss sustained, whilst Money is in the care, custody or control of any financial institution or armoured security company;
- vii. expenses incurred in replacing data or redesigning of software;
- viii. loss sustained by You to the advantage of another person also included in the definition of You.

**Discovered** means when an Officer first becomes aware of facts which would cause a reasonable person to believe that a Direct Financial Loss has been or is likely to be incurred, even though the exact amount or details of the Direct Financial Loss are not known at the time of discovery.

**Employee** means any natural person who is a past, present or prospective employee of You, including any full time, part time or casual, secondee or volunteer.

Provided that the term "Employee" shall not mean independent contractors, consultants, or agents of You or their respective employees, including employees of labour hire companies.

**Inquiry** means:

- a. an investigation, examination or inquiry by any professional body of which You or an Insured Person are a member, or external official person or body having legal authority to conduct an investigation, including a Royal Commission, into Your or an Insured Person's Professional Services and for which:
  - i. the notice or process requiring You or an Insured Person to attend or to produce documents or answer questions is first served during the Period of Insurance; or
  - ii. You or an Insured Person are identified in writing during the Period of Insurance by such authorised person or body as a target of the investigation, examination or inquiry; or

- b. a raid on, or on-site visit to, You or an Insured Person or Your Business which first takes place during the Period of Insurance by a regulator, government body or any other external official person or body having legal authority to conduct an investigation into the provision of Your or an Insured Person's Professional Services and which involves You or an Insured Person in the production, review, copying or confiscation of documents or an interview; or
- c. a public announcement relating to b. above made by the authority performing the raid or on-site visit.

It is not necessary that a Claim is made against You or an Insured Person for an Inquiry to arise.

Inquiry does not mean or include:

- a. any of a., b. or c. above that relates to an industry event or practice and not specifically to Your or an Insured Person's conduct providing Professional Services;
- b. routine regulatory supervision, inspection or compliance reviews; or
- c. any Inquiry conducted in North America.

**Inquiry Costs** means all reasonable legal costs and expenses for which You or an Insured Person are legally liable and which are incurred by You or an Insured Person, with Our prior consent (such consent not to be unreasonably delayed or withheld), for legal representation in connection with, preparation for, attendance at or compliance with an Inquiry.

**Insured Person** means any Officer, Employee or partner of You, but only while acting within the scope of their duties in such capacity.

**Limit of Indemnity** means the amount specified as such in the Schedule.

**Lost Documents** means documents or Electronic Data belonging to the third party that:

- i. You are legally responsible for and were under Your care, custody or control as part of the provision of Your Professional Services; and
- ii. have been destroyed, damaged or mislaid and cannot be found after diligent search.

**Mitigation Costs** means all costs and expenses necessarily incurred by You or an Insured Person that are:

- a. directly, solely and exclusively attributable to; and
- b. reasonably incurred;

to mitigate or rectify an error or omission that could have resulted in a Claim being made against You or an Insured Person and for which the Policy would respond if a Claim had been made.

Mitigation Costs does not mean or include:

- a. Your loss of opportunity, revenue or profits;
- b. amounts paid by You or an Insured Person solely for the purpose of reducing or removing reputation risk to the Business;
- c. Damages, compensation or other payments made, or consideration given, to customers, clients or potential claimants; or
- d. any amount once a Claim is made.

**Money** means any negotiable instruments, bearer bonds, coupons, stamps, money, bank or Money notes.

**Officer** means

- a. a director or secretary of You; or
- b. a person:
  - i. who makes, or participates in making, decisions that affect the whole, or a substantial part, of Your Business; or
  - ii. who has the capacity to affect significantly Your financial standing; or
  - iii. in accordance with whose instructions or wishes Your directors are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with Your directors).

**Professional Services** means the Professional Services provided by You or an Insured Person for a fee or other remuneration in respect of the Business as specified in the Schedule.

**Public Relations Expenses** means all reasonable payments incurred by You or an Insured Person with Our prior written consent (such consent not to be unreasonably delayed or withheld) for public relations, crisis management or legal services reasonably required to prevent or minimise adverse or negative publicity as a direct result of a Claim or Inquiry covered by the Policy.

Public Relation Expenses does not mean or include:

- a. Your overheads, staff remuneration or management time;
- b. compensation or other payments made to customers, clients or potential claimants;
- c. fines or penalties; or
- d. the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief.

## Limitations of cover applicable to this Section

### 1. Excess

We will be liable only for amounts payable under this Section which exceed the Excess.

The Excess is not part of the Limit of Indemnity and is to be borne by You and is to remain uninsured.

The Excess shall not apply to Defence Costs payable under this Section.

Any costs and expenses that We incur to determine whether We are liable to indemnify You or an Insured Person under this Section are not subject to the Excess.

A single Excess shall apply to each Claim or each cover provided by an additional benefit.

### 2. Limit of Indemnity

We are only liable to indemnify You or an Insured Person for an amount or amounts no greater than the Limit of Indemnity for any one Claim as stated in the Schedule. Our total aggregate

liability in respect of all Claims during any one Period of Insurance shall not exceed the aggregate Limit of Indemnity stated in the Schedule.

All causally connected or interrelated advices, acts, errors or omissions shall be deemed to jointly constitute a single advice, act, error or omission. If a single act, error or omission gives rise to more than one Claim, all such Claims shall jointly constitute one Claim for the purposes of this Section and only one Excess and one Limit of Indemnity shall be applicable for such Claim.

Defence Costs are payable in addition to the Limit of Indemnity. However, the maximum amount payable by Us under the Section in respect of Defence Costs is the equivalent of the Limit of Indemnity.

In the event that the amount paid by You or an Insured Person or on Your or an Insured Person's behalf to dispose of a Claim exceeds the Limit of Indemnity for any one Claim, then this Section shall only cover the same proportion of Defence Costs as this Section's Limit of Indemnity for any one Claim bears to the total amount paid to dispose of the Claim (exclusive of Defence Costs).

If We have paid or advanced Defence Costs in excess of this proportion, You or an Insured Person must reimburse Us for such Defence Costs.

Where We consider that the Limit of Indemnity is likely to be exhausted by the payment of amounts payable under this Section, We may, in Our absolute discretion, elect to pay You or an Insured Person the amount which exhausts the Limit of Indemnity. If We elect to do this, We shall have no further obligation to pay any further Defence Costs.

Where a Claim is made against more than one of You or Insured Persons under this Section, this shall not operate to increase the total amount payable by Us under this Section.

Unless otherwise stated in this Section:

- a. all amounts payable by Us under this Section shall be inclusive of the Limit of Indemnity any one Claim and not in addition to the Limit of Indemnity any one Claim;
- b. all amounts paid by Us under this Section shall erode the aggregate Limit of Indemnity;
- c. all sub-limits of indemnity, where provided in this Section, are inclusive of the Limit of Indemnity any one Claim and not in addition to the Limit of Indemnity any one Claim; and
- d. if the Schedule provides for a Limit of Indemnity that is higher in the aggregate than for any one Claim, then references in this Section to the Limit of Indemnity shall only be in respect of the Limit of Indemnity for any one Claim.

### **Additional payments applicable to this Section**

We agree to pay any Defence Costs up to the amount specified above:

- a. that We incur; or
- b. that You or an Insured Person incur with Our written consent.

We will advance Defence Costs covered by the Policy promptly after detailed invoices for those costs are received by Us. However, any Defence Costs that are actually paid shall be

repayable to Us by You in the event and to the extent that it is determined under the Policy that You or an Insured Person were not entitled to a payment of Defence Costs.

Exclusion 5. "Fraud and Dishonesty" will not apply until the conduct is established by final adjudication of a judicial or arbitral tribunal or by a written admission by You or an Insured Person.

### **Additional benefits applicable to this Section**

#### **1. Consultants, Sub-Contractors and Agents**

We agree to indemnify You and any Insured Person against civil liability for Damages and awards of claimants' costs in respect of any Claim first made against You or an Insured Person during the Period of Insurance and notified to Us during the Period of Insurance, arising from the provision of or failure to provide Professional Services by any consultant, sub-contractor or agent for which You or an Insured Person are legally liable.

We will also indemnify any such consultant, subcontractor or agent, provided that the relevant act, error or omission giving rise to the Claim occurred:

- a. in the course of the conduct by the consultant, subcontractor or agent in the provision of Your Professional Services whilst acting for You or on Your behalf; and
- b. at a time when the consultant, sub-contractor or agent was under Your direct control and supervision.

#### **2. Continuous Cover**

We agree to indemnify You and any Insured Person against civil liability arising from any Claim that arises out of facts which first became known to You or an Insured Person prior to the Period of Insurance where:

- a. We were Your or an Insured Person's professional indemnity insurer at the time the facts first became known to You (the "previous policy period") and have continued to be Your or an Insured Person's professional indemnity insurer from then until the actual date of notification of Claim; and
- b. but for Your or an Insured Person's failure to notify Us of the facts during the previous policy period, You or an Insured Person would have been entitled to indemnity under a previous policy issued by Us; and
- c. but for the Exclusion 6. "Prior Claims/Circumstances" You or an Insured Person would be entitled to indemnity under the Policy; and
- d. You or an Insured Person have not committed or attempted to commit fraudulent non-disclosure or fraudulent misrepresentation.

We are only liable to indemnify You or an Insured Person to the extent that We are obliged to indemnify You or an Insured Person under the terms and conditions of the policy that was in effect during the previous policy period, but in no circumstances shall the cover granted by this additional benefit be greater than the terms and conditions of the Policy in effect during this Period of Insurance (including the Limit of Indemnity and Excess).

#### **3. Court Attendance**

We will pay You \$500 per person for each day that an Officer or Employee is legally compelled to and does attend court to give evidence in connection with a Claim.

The Excess does not apply to this additional benefit.

#### 4. Domestic Partners

The definition of Insured Person is extended to include any spouse or civil partner of an Insured Person in respect of a Claim arising from the conduct of such Insured Person only and in which the spouse or partner had no involvement and is due solely to the spouse or civil partner's status as such.

#### 5. Extended Notification Period

If the Policy is neither renewed nor replaced with professional indemnity insurance at expiry of the Period of Insurance, then You have until the earlier of:

- a. such time that You effect another professional indemnity insurance policy; or
- b. a period of sixty (60) days commencing on the day immediately following expiry of the Period of Insurance; during which to notify Us in writing of any Claim first made against You during the Period of Insurance.

This additional benefit is subject to each of the following conditions being satisfied:

- a. We will treat the Claim as if it had been first made against You or an Insured Person and notified to Us during the Period of Insurance;
- b. coverage afforded hereunder does not reinstate or increase the Limit of Indemnity or extend the Period of Insurance; and
- c. coverage afforded hereunder will only apply to acts, errors or omissions committed or alleged to have been committed by You or an Insured Person:
  - i. before the end of the Period of Insurance; and
  - ii. after the retroactive date specified in the Schedule.

#### 6. Estates and Legal Representatives

The definition of You or an Insured Person is extended to include Your or an Insured Person's legal representatives, heirs, assigns or estates in the event of Your death, incapacity, insolvency or bankruptcy but only to the extent that We would otherwise have been liable to indemnify You or an Insured Person.

#### 7. Former Subsidiary, Former Principals, etc.

The definition of You is extended to include any former subsidiary, but only in respect of the former subsidiary's conduct while it was still Your subsidiary. The definition of You is extended to include any former principal, Officer or Employee, but only in respect of their conduct while they were still Your principal, Officer or Employee and only while acting within the scope of their duties in such capacity.

#### 8. Fraud and Dishonesty

We agree to indemnify You against civil liability arising from any Claim that is first made against You during the Period of Insurance and notified to Us during the Period of Insurance, in respect of any dishonest, fraudulent, malicious or reckless act or omission committed or alleged to have been committed by any other person or entity covered by the Policy in the conduct of Your Professional Services.

We will not provide indemnity under this additional benefit:

- a. to You or any Insured Person or entity committing or condoning the act, omission or breach that would otherwise have resulted in Exclusion 5. "Fraud and Dishonesty" applying; or
- b. for any loss of Money.

#### 9. Inquiry Costs

We agree to indemnify You or an Insured Person for Inquiry Costs up to an amount not exceeding \$500,000 in the aggregate for the Period of Insurance, which shall be part of and not in addition to the Limit of Indemnity.

#### 10. Joint Ventures

We agree to indemnify You against civil liability for Damages and awards of claimants' costs arising from any Claim first made against You during the Period of Insurance and notified to Us during the Period of Insurance, in respect of the provision of or failure to provide Professional Services by any joint venture of which You are a part, provided that:

- a. this additional benefit shall indemnify You for Your individual civil liability in respect of such joint venture, but not for Your joint civil liability; and
- b. We shall not be liable to pay a contribution to any insurer of any other participant in such joint venture.

#### 11. Loss of Documents

##### a. General

We agree to indemnify You or an Insured Person against costs and expenses that You or an Insured Person incur in replacing or restoring Lost Documents when providing the Professional Services where You or an Insured Person first discover the loss during the Period of Insurance. However, We are only liable to indemnify You or an Insured Person against those costs and expenses for which You or an Insured Person provide Us with bills or accounts that are approved under sub clause c. below:

##### b. Your obligation to notify Us

You or an Insured Person must notify us of the loss of documents as soon as reasonably practicable after You or an Insured Person discover the loss.

##### c. Approval of bills or accounts

Once You or an Insured Person provide us with bills or accounts, We may either:

- i. indemnify You or an Insured Person; or
- ii. nominate a competent person to review the bills or accounts.

If We nominate a competent person, You or an Insured Person must notify Us whether or not You or an Insured Person approve of Our nominee.

##### d. Excess

The Excess does not apply to this additional benefit.

#### 12. Mitigation Costs

We agree to indemnify You or an Insured Person against Mitigation Costs.

We are only liable to indemnify You or an Insured Person under this additional benefit if:



- a. You or an Insured Person were first aware during the Period of Insurance of the facts, circumstances, acts or omissions which have given rise to the Mitigation Costs (and which would have given rise to a Claim but for the Mitigation Costs); and
- b. We are notified as soon as reasonably possible of Your or an Insured Person's decision to incur Mitigation Costs; and
- c. You or an Insured Person establish that there is a probability that:
  - i. a Claim would have been made against You or an Insured Person and that You or an Insured Person would have been liable for that Claim in the absence of Your carrying out the mitigation or rectification the subject of the Mitigation Costs; and
  - ii. the amount of Your or an Insured Person's liability for the Claim would have been greater than the Mitigation Costs.

Cover for Mitigation Costs shall not exceed 10% of the Limit of Indemnity any one Claim.

### 13. Newly Acquired or Created Subsidiaries

We agree to indemnify any subsidiary that You acquire or create during the Period of Insurance against civil liability for Damages and awards of claimants' costs arising from any Claim first made against the subsidiary up to the earlier of:

- i. sixty (60) days after such acquisition or creation; or
- ii. the expiry of the Period of Insurance;

in respect of the provision of or failure to provide Professional Services.

This additional benefit will only apply in respect of claims against the subsidiary arising from an act, error or omission occurring subsequent to the date of Your acquisition or creation of the subsidiary.

For the purposes of this additional benefit, a subsidiary means any entity that for the first time during the Period of Insurance, You either directly or indirectly:

- a. control the composition of the board of directors;
- b. control more than half of the voting power; or
- c. hold more than half of the issued share capital.

Should You require the Policy to be extended to include cover for subsidiaries which is not automatically provided by this additional benefit, then You shall provide Us with any additional information requested by Us to permit Us to evaluate the acceptability of the additional exposure. We shall have the right, but not the obligation, to offer cover for the acquired or created subsidiary on such additional terms, conditions, exclusions and additional Premium as We may require.

### 14. Public Relations Expenses

We will pay to You or on Your behalf all Public Relations Expenses not exceeding \$50,000 in the aggregate for the Period of Insurance.

### 15. Run-Off Cover Until Expiry of Period of Cover

We agree that in the event that You cease to exist or operate or become consolidated with, merged into or acquired by any

other entity either before or during the Period of Insurance, then the coverage provided under the Policy with respect to You shall continue until the expiry date of the Period of Insurance.

This additional benefit only applies in respect of claims arising from any act, error or omission occurring prior to the effective date that You ceased to exist or operate or were consolidated with, merged into or acquired by another entity.

### 16. Imputation

Where You are described as the Insured on the Schedule of the Policy and You consist of more than one person or entity under the Policy:

- a. failure by an Insured or entity to comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth);
- b. misrepresentation by an Insured or entity to Us before the policy commences; or
- c. failure by an Insured or entity to comply with any terms or conditions of the Policy,

does not prejudice the right of any other person or entity entitled to indemnity under this Section of the Policy.

Provided that this clause only applies if:

- a. the other person or entity is innocent of, and has no knowledge of, such conduct; and
- b. as soon as practicable after becoming aware of the conduct, they notify Us of all facts relating to such conduct.

### Specific exclusions applicable to this Section

We shall have no liability under the Policy, including in respect of any Claim or cost or expense or indemnity or payment or loss, directly or indirectly arising out of, based upon, attributable to or in consequence of:

#### 1. Asbestos

asbestos or any materials containing asbestos.

#### 2. Associated persons or entities

any Claim made by or on behalf of:

- a. You; or
- b. any parent, successor or assignee of You or any Insured Person, or
- c. any entity in which You or an Insured Person or the management of You, or a subsidiary has an executive or controlling interest, or
- d. any Insured Person unless such Claim is made by or on behalf of an Insured Person as a customer or client of Yours.

#### 3. Contractual Liability/Guarantee or Warranty

- a. any liability assumed under any contract or agreement; or
- b. any express or implied guarantee or warranty,

except to the extent such liability would have attached to You or an Insured Person in the absence of such contract or agreement.

#### 4. Fines and Penalties

punitive, aggravated, multiple or exemplary Damages, or fines or penalties imposed by law.



However, this exclusion shall not apply to compensatory civil penalties, provided that:

- a. Our total liability for the payment of compensatory civil penalties during any one Period of Insurance shall not exceed \$250,000 in the aggregate, which amount shall form part of and is not in addition to the Limit of Indemnity;
- b. We will not be liable to indemnify You or an Insured Person for any compensatory civil penalty for which We are legally prohibited from indemnifying You or an Insured Person under any law;
- c. We will not be liable to indemnify You or an Insured Person for any compensatory civil penalty based upon, attributable to or in consequence of any:
  - i. wilful, intentional or deliberate failure to comply with any lawful notice or direction, enforcement action or proceeding under any legislation;
  - ii. recklessness; or
  - iii. requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost.

#### 5. Fraud and Dishonesty

- a. the gaining of or intentional attempt to gain profit, remuneration or advantage to which You or an Insured Person were not legally entitled; or
- b. dishonest, fraudulent, malicious, wilful or criminal act or omission by You, an Insured Person or Your consultants, subcontractors or agents;

in the event that any of the above is established by final adjudication of a judicial or arbitral tribunal or by Your or an Insured Person's written admission.

#### 6. Insolvency

Your insolvency, liquidation, administration or receivership.

#### 7. Obligation to Employees

bodily injury, mental injury, sickness, disease or death of any Employee or damage to or destruction of any property of an Employee, including loss of use, arising out of or in the course of their employment.

#### 8. Prior Claims/Circumstances

- a. disclosure to Us in the Proposal, of any Claim, Inquiry, investigation, conduct, fact or matter regardless of how it is expressed; or
- b. facts or conduct which have or has been notified under any earlier policy; or
- c. facts or conduct which You or an Insured Person knew, or ought reasonably to have known, prior to the commencement of the Policy might give rise to a Claim or Inquiry; or
- d. any proceeding, Inquiry or similar process on foot at the commencement of the Policy, or any proceeding, Inquiry or similar process derived from essentially the same facts as in such proceeding, Inquiry or process.

#### 9. Retroactive Date

any civil liability, act, error or omission or other conduct which first occurs before the retroactive date specified in the Schedule.

#### 10. Trading Debts

any trading debt that You or an Insured Person incur or any guarantee that You or an Insured Person give for a debt.

#### 11. Jurisdiction

any Claim brought in a court of law or arbitral tribunal outside of Australia.

# 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 sublimits 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.

## 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** means 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 must 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.

**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 insured by another policy entered into 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:

- a. 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;
- b. if the broken windscreen or window glass is the only Damage to Your Vehicle; and
- c. 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, 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:

- a. 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
- b. 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:

- a. removing and relocating Your Vehicle to the nearest repairer approved by Us; and
- b. 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:

- a. up to 42 days rental of a sedan, station wagon or utility where We arrange the rental; or
- b. 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:

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

We will, at Our option (acting reasonably):

- a. replace, reinstate or repair Your Vehicle; or
- b. pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- c. 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.

### 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 Your 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 400 kgs 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 becoming aware of an intention to make a claim against You or that person. If You do not, We may reduce or refuse Your claim to the extent We are prejudiced by any delay in notifying Us.
- 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 selfdrive 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; and
- b. the other vehicle was uninsured; and
- c. You can tell Us who the other driver was and identify the other vehicle or provide any other information that would reasonably allow Us to identify the driver 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 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 from 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.

# 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 must 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.

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;
- 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 to the repair or replacement.

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,
- 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:
  - i. the name and address of that driver; and
  - ii. the registration number of the other vehicle; or
  - iii. any other information that would reasonably allow Us to identify the driver so that We can exercise Our rights of recovery; and
- 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
- You contributed to the cause of an 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 nondisclosure.

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”, “GST notice” on page 5.

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 Office Pack Product Disclosure Statement and Policy Document (PDS) (POL1018TIO 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 “Additional benefit applicable to this Section” number 3 in the Business Interruption Section of the PDS on page 44 and replaces it with the following clause:

3. Closure by authority, poisoning, murder, suicide or rape

This Section extends to include Consequential Loss due to interruption or interference to the Business due to the closure or evacuation of the whole or part of the Situation during the Period of Insurance:

- a. by order of a competent government, public or statutory authority as a result of vermin or pests or defects in the drains or other sanitary arrangements, occurring at the Situation;
- b. by order of a competent government, public or statutory authority as a result of injury, illness or disease caused by the consumption of food or drink supplied at or from the Situation or the wilful threat of contamination of food or drink at the Situation; or
- c. as a result of murder, suicide or rape occurring at the Situation.

Provided that 3.a. and 3.b. will not indemnify Consequential Loss resulting from interruption of or interference with the Business if poor hygiene at the Situation is the cause or a contributing cause of the closure or evacuation.

This additional benefit is subject to the general exclusions, including “9. Communicable Diseases” on page 13 of the PDS.

The maximum We will pay for losses arising from this additional benefit 3. is \$200,000 or 25% of the Sum Insured during any one Period of Insurance, whichever is the lesser.

The Indemnity Period applicable to losses arising from this additional benefit 3. is 3 months irrespective of the Indemnity Period stated in Your Schedule.

2. This SPDS deletes the “Additional benefit applicable to this Section” number 9 in the Business Interruption Section of the PDS on page 44 and replaces it with the following clause:

9. Interruption to Your Business

that is caused by an order of any competent public authority which prevents or restricts access to the Situation, provided that:

- a. the order results from damage or a threat of damage to property within a 20 kilometre radius of the Situation;
- b. the damage or threat of damage which, had it been insured under the Policy is not otherwise excluded; and
- c. the prevention of access or restricted access to the Situation extends for a continuous period of greater than 48 hours.

The maximum We will pay for losses arising from this additional benefit 9. is \$200,000 or 25% of the Sum Insured during any one Period of Insurance, whichever is the lesser.

The Indemnity Period applicable to losses arising from this additional benefit 9. is 3 months irrespective of the Indemnity Period stated in Your Schedule.

3. This SPDS deletes the definitions of "Agreed Value" (page 65), "Market Value" (page 65), "Non-Standard Accessories" (page 65), "Total Loss" (page 65) and "Vehicle" (page 66) utilised in the Commercial Motor Section of the PDS 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.

4. 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 66 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).

5. 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 74 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.