

BUSINESS INSURANCE

| PRODUCT DISCLOSURE STATEMENT | EFFECTIVE DATE 1ST OF MAY 2023



About the Insurer

This policy is underwritten by Certain Underwriters at Lloyd's of London, who are authorised under the Insurance Act 1973 to write Australian Insurance **business** (the **Underwriter/s** and **Insurer**). References to "**We**" "**Us**" "**Our**" refer to the Insurer.

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world - building resilience for businesses and local communities and strengthening economic growth around the world.

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ABOUT THE AGENT

Allstate **Business** Insurance is issued by Allstate Insurance Pty Ltd (ABN 82 073 267 053) (**Allstate**). Allstate acts under a binding authority as an agent for the Insurer to administer and issue policies on its behalf. Allstate Underwriting Agencies Pty Ltd is an Authorised Representative (AR000306153) of Allstate Insurance Pty Ltd (ABN 82 073 267 053, AFSL 239010).

Allstate's contact details are:

Phone: 1300 591 947

Address: L5, 182 St Georges Terrace, Perth, 6000

IMPORTANT INFORMATION

CLAIMS

What **you** must do after loss, damage or an accident

1. take all reasonable steps to prevent further loss, damage or liability;
2. notify the police as soon as possible and not later than 30 days from the date of loss if any of **your** property is lost, stolen, maliciously or intentionally damaged;
3. advise **us** of the claim as soon as possible and submit a claim form as soon as possible. If **you** or someone acting on **your** behalf does not complete and submit a claim form within 30 days of a loss or circumstances which may give rise to a claim, **we** may reduce the amount **we** have to pay if the delay causes increased costs or prevents **us** investigating the claim;
4. provide **us** with the proof and render any assistance that **we** or the police require regarding stolen or damaged property;
5. help **us** manage the claim, which may include **us** inspecting **your** property or **location** or asking **you** questions, or **you** providing written statements to **us** under oath;
6. keep items that have been damaged and allow **us** to inspect them or assess repair costs;
7. allow **us** to take possession of damaged property that is the subject of a claim;
8. forward any invoices, bills, demands letters, summons or notices **you** receive from other persons or organisations involved in the incident to **us** as soon as possible. If **you** do not, **we** may reduce the amount **we** will pay if the delay causes increased costs or prevents **us** investigating the circumstances of the claim.

What **you** must not do after a loss, damage or an accident

1. admit guilt, fault or liability (except where required by law);
2. offer or negotiate to pay a claim;
3. approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage);
4. dispose of any damaged property.

Important documents

This is **your policy** document and it consists of:

1. this printed Product Disclosure Statement (PDS) which sets out details of what is and what is not covered by this **policy**;
2. the **Insurance Certificate we** provide with details of:
 - ◆ who is insured;
 - ◆ the cover(s) selected;
 - ◆ the **period of insurance**;
 - ◆ the respective sums insured and/or limits of liability; and
 - ◆ excesses and other important information.

You should ensure that **you** read these documents carefully and keep them in a safe place. If **you** have any questions regarding the **policy** or **Insurance Certificate**, please contact **your** insurance broker.

About this Insurance

This **policy** wording tells **you** about **our Business** Insurance and contains important information to assist **you** to make an informed decision of whether it is right for **your** needs.

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 at or prior to entry into **your** insurance contract or where required or permitted by law, make up the PDS for the purposes of the Act.

Any advice provided is general only and does not take into account **your** individual circumstances. **You** should carefully read this document and any other documentation **we** send **you** and keep them in a safe place for future reference.

We may need to update this **policy** wording from time to time if certain changes occur, where required and permitted by law. **We** will issue **you** with a new **policy** wording or other compliant document to update the relevant information.

Digital policy wording

We will only provide the **policy** wording and all other product documentation in electronic form. **You** can also obtain an electronic copy of the **policy** wording and any other important information about the product, by contacting **your** broker. By purchasing this product, **you** agree to receive all information, documents and notices in digital form, unless **you** tell **us** otherwise.

If **you** are represented by an agent (e.g., **your** insurance broker) and they provide **us** with their nominated email address, they and **you** consent to **us** delivering documents electronically to that email address, unless **you** or they tell **us** otherwise. Any documents sent by email will be considered to have been received by **you** and **your** agent twenty-four hours from the time **we** send them to that email address.

In all other cases, if **you** provide **us** with **your** nominated email address **you** consent to **us** delivering documents electronically to that email address, unless **you** tell **us** otherwise. Any documents sent by email will be considered to have been received by **you** twenty-four hours from the time **we** send them to that email address.

It is **your** and **your** agent's obligation to ensure that any email address provided to **us** is up to date and let **us** know promptly if it changes.

After **you** purchase this product, if **you** require replacement copies of **your** documents, **we** will either send **you**, or **your** broker, digital copies, or provide **you**, or **your** broker with a link to access digital copies. The digital copies will be in a form that can be downloaded, saved and printed.

Under insurance

Apart from stock, **you** should insure for the full new replacement value of all property insured if **you** elect to insure under the 'Building and Contents', 'Business Interruption' or 'Electronic Equipment' sections of this **policy**. The only exception to this is if **you** have chosen to insure on an indemnity basis, and **we** have agreed in writing that **we** will provide indemnity cover in which case, the sum insured should represent the indemnity value of **your** property. If **you** fail to fully insure **your** property, any losses may not be paid in full. For a detailed example of how **we** will pay a claim where **you** have under insured, refer to the 'Building and Contents' section. It is **your** responsibility to ensure that the nominated sums insured are adequate, and **you** should continue to reassess these sums insured during the currency of the **policy** and prior to renewal each year.

Words with special meaning

Some words used in this **policy** have special meaning. Where the meaning of the word applies to a single section, that meaning will appear at the start of that section. A list of words which have the same meaning throughout the document appears on page 8 of the **policy**.

Who is insured under this policy

The persons or organisations that are covered by this **policy** are shown on the **Insurance Certificate**. In this **policy**, those persons or organisations are referred to as 'you' or 'your'. **We** will extend the **policy** to cover other persons or organisations requiring cover under this **policy** if **you** have advised **us** of them, and **we** have named them on the **Insurance Certificate**. All persons or organisations covered by the **policy** have to comply with the terms of the **policy**. **We** may refuse to pay a claim or reduce the amount **we** pay if **you** or any person covered by the **policy** does not comply with the terms of this **policy**.

Your cooling off rights

You can cancel **your** **policy** within 21 days of the commencement or renewal of cover. The commencement or renewal date of **your** cover is stated on **your** **Insurance Certificate**. If **we** receive **your** written request to cancel this **policy** within the 21-day period, **we** will cancel the **policy** effective from the commencement date, and give **you** a full refund (less any taxes, duties or commissions payable that **we** are unable to refund). **You** cannot use this right where, before the 21-day period ends, **you** have exercised any of **your** rights or powers under the **policy** (e.g., **you** have made a claim or become entitled to make a claim). After the cooling off period ends, **you** still have cancellation rights under the **policy**. These rights are documented under 'General conditions that apply to every section of the **policy**'.

Your premium

Your premium is calculated when **your** **policy** begins and at each **policy** renewal. **Your** **Insurance Certificate** provides details of **your** premium and when **we** calculate that premium, **we** consider the type of cover requested by **you** and the various risks involved in providing that cover. **Your** premium also includes allowances for government taxes and stamp duty relating to **your** **policy** which will be shown on **your** **Insurance Certificate**.

Evidence of value

Please retain original receipts of purchase or proof of the value of all property insured by this **policy** so that **you** can substantiate the amount of any loss if **you** have to claim under this **policy**.

Privacy of your personal information

We recognise that **your** privacy is very important to **you**. **We** are committed to protecting the privacy and security of **your** personal information in accordance with the Privacy Act, 1988. **We** generally collect personal information directly from **you**, or from someone authorised by **you**, in order to provide and administer the various products and services **we** offer, including marketing information regarding other products and services (of Ours or a third party). If **we** are unable to collect **your** personal information, **we** may not be able

to assess **your** application or offer to issue the financial product or service to **you**. **We** may disclose **your** personal information to related parties, services providers and other third parties, including disclosure overseas (this can change from time to time and **you** should contact **us** for details and to see if this applies to **you**), in order to manage and administer the financial product or service or for other purposes as explained in **Our Privacy Policy**. **You** may reasonably obtain access to and ask **us** to correct **your** personal information that **we** hold. **Our Privacy Policies** can be viewed on **our** website www.allstateunderwriting.com.au or alternatively, contact **us** via email contact@allstateunderwriting.com.au or a copy can be requested by phoning 1300 591 947.

For more information about how **your** Insurer uses **your** personal information please see their full privacy notice, which is available in the Privacy section of their website <https://www.lloyds.com/> or in other formats on request.

General Insurance Code of Practice

The Insurance Council of **Australia** Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of **Australia**. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and disputes

If **you** have any concerns or wish to make a complaint in relation to this **policy**, **our** services or **your** insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact Allstate Underwriting in the first instance:

Vicki Norbury

vicki.norbury@allstateunderwriting.com.au

1300 591 947

Level 5, 182 St Georges Terrace Perth WA 6000

We will acknowledge receipt of **your** complaint and do **our** utmost to resolve the complaint to **your** satisfaction within 10 **business** days.

If **we** cannot resolve your complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's **Australia** who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's **Australia** Limited

Email: ldraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **you** within 30 calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

You may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within 30 calendar days of the date on which **you** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **your** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of **Australia**;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in **Australia**

Suite 1603

Level 16

1 Macquarie Place

Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

claims@allstateunderwriting.com.au

POLICY CONDITIONS

You must abide by all conditions of this **policy** and **we** draw **your** special attention to those detailed below, and the conditions applicable to the making of a claim. If **you** do not comply with the **policy** conditions **we** may reduce or refuse to pay a claim and cancel **your policy** to the extent permitted by law.

Your duty of disclosure

Before **you** enter into an insurance contract, **you** have a duty of disclosure under the Insurance Contracts Act 1984.

It is **your** responsibility to tell **us** anything that **you** know, or could reasonably be expected to know, may affect **our** decision to insure **you** and on what terms.

You have this duty until **we** agree to insure **you**.

You have the same duty before **you** renew, extend, vary or reinstate an insurance contract.

You do not need to tell **us** anything that:

- ♦ reduces the risk **we** insure **you** for; or
- ♦ is common knowledge; or
- ♦ **we** know or should know as an insurer; or
- ♦ **we** waive **your** duty to tell **us** about.

If you do not tell us something

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

Precautions

You must take all reasonable precautions for the care, safety, protection and maintenance of **your** property and members of the public by becoming aware of and complying with all statutory obligations, by-laws and regulations imposed by any public authority that relates to **your business** including but not limited to those relating to public health.

If **you** do not comply with this condition, and loss or liability is caused, **we** may reduce the amount **we** pay **you**.

Preventing our right of recovery

We will not cover **you** for loss, damage or liability if **you** have agreed not to seek compensation from another person who is liable to compensate **you** for any loss, damage or liability which is covered by this **policy**.

Paying your premium

You must pay **your** annual premium to **your** broker by the due date as agreed between **us** and **your** broker. **We** will cancel **your policy** if **your** premium is unpaid by the due date or if **your** payment is dishonoured.

If **you** make a claim before you've paid **your** premium, **you** must pay that premium to **us** in full before **we** will settle **your** claim.

Interests of other parties

The insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest in or charge over the property insured will be automatically included as third-party beneficiaries 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**.

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

You cannot transfer the **policy** into someone else's name without **our** written consent.

Things you must tell us or do during the period of insurance

Under this **policy**, **you** must tell **us** and/or do certain things within a specific timeframe which are noted within this **policy** wording.

Additionally, if there are any changes to the answers to **our** questions which **you** disclosed at the commencement of this insurance **policy**, any subsequent endorsements, alterations or renewals, **you** must notify **us** of the change within 30 days. If **you** require a copy of the information that has been provided to **us**, please contact **your** broker or insurance advisor.

OUR AGREEMENT

We agree to provide **you** with the cover set out in each of the **policy** sections which **you** have selected and that are listed on **your Insurance Certificate**. This cover is in force for the **period of insurance** set out on **your Insurance Certificate**. **We** will cover **you** for loss, damage and/or liability occurring during the **period of insurance**, subject to the terms and conditions of the **policy**. **We** will not pay any more than the sum insured or limit of liability for each section shown on **your Insurance Certificate** unless otherwise stated. If any loss or damage sustained in an incident leads to a claim under more than one section of this **policy**, **you** will only have to pay one **excess**. However, that **excess** will be the highest of the excesses applicable under the sections involved in the claim.

This **policy** is not a maintenance **policy** and does not pay out to rectify or improve structural defects, faulty design or faulty workmanship, or to resolve issues that have

occurred due to inadequate maintenance, gradual deterioration or general wear and tear.

WORDS WITH SPECIAL MEANING

Where the words listed below are used in this document, they have the following meaning. If a word is defined in a section of the **policy**, the definition contained in that section applies for that section only. Any defined word will be in bold text:

act(s) 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 purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (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 thing, including unmanned aerial vehicles (UAV), other than model **aircraft**, made or intended to fly or move in or through the atmosphere or space.

Australia means the Commonwealth of **Australia**, its dependencies and territories.

business means the trade or occupation described on **your Insurance Certificate** carried on at and from the **location**.

business hours mean **your** office and working hours (including overtime) during which **you** or **your** employees are at the **location** for the purpose of **your business**.

endorsement means a written attachment forming part of this **Policy** noting any changes to this **Policy**.

electronic data means any information, facts, concepts, code and/ or any other information converted to, transmitted or recorded in a form to be used, accessed, processed, transmitted or stored by electronically controlled equipment

excess means the amount (which can be either a monetary or time amount) shown on **your Insurance Certificate** that is payable by **you** on each and every claim arising out of one event or occurrence under that **policy** section. If more than one **excess** is payable under

this **policy** for any claim or series of claims arising from the one event, the excesses will not be aggregated and the highest single level of **excess** only will apply.

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:

1. a lake (whether or not it has been altered or modified);
2. a river (whether or not it has been altered or modified);
3. a creek (whether or not it has been altered or modified);
4. another natural watercourse (whether or not it has been altered or modified);
5. a reservoir;
6. a canal;
7. a dam.

Insurance Certificate means the current **insurance certificate** which has been numbered and issued by or on behalf of **us**.

location/s means the place(s) listed on **your Insurance Certificate**.

machinery means all plant and **machinery** which is:

1. permanently fixed at the **location**;
2. mechanical, electrical and electronic tools and equipment;
3. accessories, equipment and spare parts used with **machinery**.

Machinery does not include **vehicles** or **machinery** towed by or attached to **vehicles** other than those used for lifting and carrying materials at the **location**.

market value means the retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Used price guides and any other information may be used to assist in determining **market value**.

money means cash, notes, negotiable instruments, cheques, postal notes, post office **money** orders, negotiable securities, stamps, credit card sales vouchers, instant lottery tickets, bus or transport tickets, telephone credit cards or franking machine credits belonging to **you** or for which **you** are legally responsible or have assumed a responsibility to insure.

period of insurance means the duration of this **policy** for the period shown on **your current Insurance Certificate**, or any renewal period for which the appropriate premiums are paid in each case. Unless otherwise stated the **period of insurance** commences and ends at 4pm on the days stated as the **period of insurance** on the **Insurance Certificate**.

policy means this document together with the **Insurance Certificate** and any applicable **endorsements**.

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

safe or strongroom means a container or structure which has been specifically designed for the safe storage of **money** or valuables and is designed to protect the contents against fire and to resist unauthorised opening by hand-held or power operated tools. Safe includes Automatic Teller machines (ATM's).

tsunami means a sea wave caused by a disturbance of the ocean floor or by seismic disturbance.

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

watercraft means any vessel, craft or thing made or intended to float on or in and travel on or through or under water, or any vessel, craft or device intended to travel on the ground or water or through the water on a cushion of air provided by a downward blast of air.

we, us or our means Certain Underwriters at Lloyd's of London.

you or your means any person or entity shown on **your Insurance Certificate** as the insured.

GENERAL EXCLUSIONS THAT APPLY TO EVERY SECTION OF THE POLICY

You are not covered for any loss, damage or liability caused by or resulting from, or the costs incurred from or of the following matters:

Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this **Policy** or any **endorsement** thereto this **Policy** excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this **endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This **endorsement** supersedes and, if in conflict with any other wording in the **Policy** or any **endorsement** thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Radioactive Contamination Exclusion

Physical Damage - Direct

This **policy** does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising

directly from that Fire shall (subject to the provisions of this **policy**) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*NOTE. - If Fire is not an insured peril under this **policy** the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

Communicable Disease Endorsement

1. This **policy**, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the **period of insurance**. Consequently, and notwithstanding any other provision of this **policy** to the contrary, this **policy** does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this **endorsement**, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This **endorsement** applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

Electronic Date Recognition Endorsement

This **policy** does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not;
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through

or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause

This **Policy** does not cover

(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Biological or Chemical Materials Exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Sanction Limitation and Exclusion Clause

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

Geographical limitations

Unless **we** agree in writing to the contrary, **we** will not pay for any loss or damage to **your** property Insured that is outside **Australia** at the time of its loss or damage, except as specifically stated otherwise in the appropriate cover section.

Intentional damage

Damage or liability intentionally caused or incurred by:

1. **you**;

2. a member of **your** family;

3. a person acting with **your** express or implied consent or that of a member of **your** family.

Known defects

We will not pay for any loss or damage caused by faults or defects known to **you** or any of **your** employees whose knowledge in law would be deemed to be yours and not disclosed to **us** at the time this insurance was arranged.

Unoccupancy

Loss, damage or liability during any period in **excess** of 60 consecutive days during which the **business locations** are left unoccupied, unless with **our** prior written consent. For the purposes of this exclusion a **business** is considered occupied if the **business locations** have been used for **business** purposes for at least two consecutive days.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any **endorsement** thereto it is agreed that this insurance excludes injury loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from 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 loss.

For the purpose of this **endorsement** an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This **endorsement** also excludes injury loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from arising out of or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Underwriters allege that by reason of this exclusion, any injury loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this **endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Australia Terrorism and Cyclone Insurance Act 2003 Notice

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the **Australia** Terrorism and Cyclone Insurance Act 2003 (ATACIA) applies.

ATACIA and the supporting regulations made under the Act deem cover into certain policies and provide that

the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATACIA.

Any coverage established by ATACIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATACIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATACIA due to the application of a "reduction percentage" as defined in ATACIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

GENERAL CONDITIONS THAT APPLY TO EVERY SECTION OF THE POLICY

Your obligations

You are required to:

1. take all reasonable precautions to avoid or minimise loss, damage or liability;
2. maintain all **business** premises, fittings, appliances and equipment in sound condition;
3. maintain and look after the property or buildings belonging to other people and organisations that are used by **you** in accordance with **your** agreement with them;
4. obtain certificates of inspection for all equipment required by any statute or regulation to be so certified;
5. use and store all hazardous, flammable, gaseous or toxic materials as required by law;
6. obtain the **location** of underground services from the owners of those services if **your** operations include digging below ground at sites away from **your business location**.

If **you** do not comply with **your** obligations, **we** may refuse to pay part of, or all of, **your** claim.

Accountancy records and rights of inspection

You must provide to **us** all books of account **business** books and other documents as may be reasonably required by **us** to investigate or verify any claim. **We** will

be permitted but not obligated to inspect **your** property and operations at any time with notice.

We may also examine and audit **your** books and records at any time during the **period of insurance** and within three years thereafter. **Our** examination and audit will be restricted to matters which in **our** opinion are relevant to the **policy**. **We** may refuse to pay, or reduce the amount of, a claim if **you** do not provide **us** details or allow access as **we** may reasonably request.

Alarm systems

If **you** have advised **us** that surveillance or protective equipment, burglar or fire alarm systems are used or installed at **your location you** must:

1. ensure that these are regularly tested and maintained in accordance with the manufacturer's recommendations;
2. take all reasonable precautions to ensure that these are operational outside normal **business hours**.

We may refuse to pay or may reduce the amount of a claim if **you** do not comply with this condition.

Alteration

Unless **our** written consent is obtained, **we** will not cover loss, damage or liability caused or contributed to by any alteration, after the commencement of this **policy**:

1. in the trade or manufacture carried on, or whereby the nature of the occupation or other circumstances affecting the building insured or containing the property insured is changed in such a way as to increase the risk of damage or the likelihood of liability losses;
2. whereby **your** interest ceases by will or operation of law;
3. whereby the **business** is wound up or carried on by an insolvency practitioner or permanently discontinued.

Automatic reinstatement of sum insured

If **we** pay a claim under any section of this **policy** other than the 'Business liability' section and **your** sum insured has been reduced due to payment of that claim by **us**, **we** will automatically reinstate **your** full sum insured provided:

1. **you** have not (in writing) requested otherwise;
2. **we** have not (in writing) advised otherwise;
3. **you** agree to pay any additional premium **we** may require to reinstate the sum insured.

This condition does not apply in the event of a total loss under this section.

Business ceases to trade or is in liquidation

If **your business** is deregistered, placed into liquidation or administration, a receiver is appointed, or the **business** is wound up or is permanently discontinued, then unless otherwise agreed by **us** in writing, all cover under this **policy** ceases from the time **your** interest is transferred or **your business** ceases to trade.

Claim preparation expenses

We will pay for costs necessarily and reasonably incurred by **you** for the preparation of a claim for which **we** agree to indemnify **you** under this **policy**. The most **we** will pay is \$25,000 in total. **You** must obtain **our** written approval before **you** incur these claims preparation costs. This benefit is in addition to any other limit of indemnity.

Cancellation by you

You may cancel the **policy** at any time by notification in writing.

Where the insured involves more than one party, **we** will only cancel the **policy** when a written agreement to cancel the **policy** has been received from all persons named as the insured.

Cancellation by us

We may cancel the **policy** in certain circumstances provided by the Insurance Contracts Act 1984 or any subsequent legislation by giving **you** three **business** days' notice in writing. Some examples are:

1. if **you** do not pay the premium;
2. if **you** do not comply with **your** duty of disclosure;
3. if **you** make a misrepresentation to **us** before the issue of this **policy**;
4. if **you** do not comply with a condition or provision of this **policy**;
5. if **you** make a fraudulent claim under the **policy** or some other **policy** (whether with **us** or some other insurer);
6. if **you** do not comply with **your** duty of utmost good faith.

Notice of cancellation can be delivered personally or posted to **your** address shown on the current **Insurance Certificate**. It will be effective at the time shown on the notice of cancellation or when **you** have taken out cover with another insurer, whichever occurs first.

Premium Refunds

In the event of an adjustment or cancellation **we** will refund the unused portion of **your** paid premium less any fee and any commissions, taxes and charges that **we** are unable to recover.

Discharge of liabilities

Following the happening of any occurrence in respect of which a claim is, or may be, made under the **policy**,

we may look to conduct legal proceedings including the settlement of a claim. **You** will be required to provide any assistance requested by **us** such as any statements, documents and giving evidence in any legal proceedings.

Where **we** decide to settle a claim or admit liability on **your** behalf and **you** disagree or contest **our** decision, **our** liability will be limited to the amount which would have been accepted in full and final settlement of the claim.

Fraudulent claims

If **you** make a claim under this **policy** which **you** know is fraudulent in part or in its entirety, **we** may deny that claim and cancel the **policy**.

Goods and Services Tax (GST)

If **you** are not entitled to an input tax credit on any part of the premium **you** paid for this **policy**, the sums insured, sub limits or limits of liability stated in this **policy** are inclusive of GST.

If **you** are entitled to an input tax credit on any part of the premium **you** paid for this **policy**, the sums insured, sub limits or limits of liability stated in the **policy** are exclusive of GST to the extent of **your** input tax credit entitlement.

In situations where **we** make a cash payment to **you** for the purchase of goods or services for which **you** are entitled to claim an input tax credit, **we** will only pay **you** an amount that is equal to **your** net cost i.e., **your** cost after claiming input tax credits.

The **policy** does not cover any amount of GST, or any fine, penalty or charge that **you** are liable for because of a failure to disclose or a misstatement made by **you**, in relation to **your** entitlement to an input tax credit for the premium. **You** must tell **us** if **you** become aware that the extent of **your** entitlement to an input tax credit for **your** premium disclosed to **us** is incorrect.

Limits and excess

We will not pay more than the sum insured in respect of any claim other than those benefits that are identified as payable in addition to the sum insured. **You** must pay the amount of any **excess** shown on **your Insurance Certificate** for each claim **you** make. If more than one **excess** can be applied to one occurrence, then **you** will only need to pay the highest **excess**.

Other insurances

At the time **you** make a claim, **you** must give **us** written notice of any other insurance covering the property or legal liability which may also apply to **your** claim. When a loss paid under this **policy** is also recoverable under another **policy** and **we** have paid more than **our** rateable share, **we** reserve the right to seek contribution from the other insurer or insurers.

Pairs, sets or collections

If any article is part of any pair, set or collection and is lost or damaged, **we** will not pay for more than the actual value of the lost or damaged article.

Premium funding

Any refund due for the pro rata portion of the premium applicable to the unexpired **period of insurance** will be paid to any premium funding company who holds a legal right over **your policy** by virtue of a notice of assignment and/or an irrevocable power of attorney.

Progress payments

We will not unreasonably withhold progress payments. **We** will pay progress payments on claims at intervals to be agreed by **us** following receipt of an interim report by **our** loss adjuster or representative.

Single occurrence

We will not pay for loss or damage to property covered by the **policy** under more than one section of the **policy** in respect of the same item and occurrence unless the sum insured has been paid out in full under one section and **you** have not been fully covered for the loss or damage.

Statutes and regulations

Any reference in this **policy** to a statute, regulation or ordinance (or any section of or schedule to any of them) or any other law includes all regulations and other instruments under it, and shall be read so as to include any amendment, re-enactment, substitution, consolidation, replacement or successor of any of them.

Subrogation rights

We have the right to prosecute in **your** name any claim for damages, indemnity, contribution or otherwise. **We** have full discretion in the conduct of any such proceedings and in the settlement of any claim.

You must give **us** all such information and assistance as **we** may reasonably require in prosecuting in **your** name.

Tenant's Actions

If any tenant or sub tenant of **your** property without **your** consent, causes or contributes to any loss or damage insured which is in breach of any terms or conditions contained within this section of this **policy**, **we** will cover **you** for the loss or damage as per this section provided **you**:

1. take all reasonable actions, as soon as **you** become aware of the breach, to have the tenant comply;
2. notify **us** within a reasonable amount of time of becoming aware of the breach; and

3. agree to pay any increase in premium for the additional risk.

BUILDING AND CONTENTS

1. Words with special meaning in this section:

Building(s) means:

that part of a permanent and fixed structure with a roof and walls which is capable of fully enclosing an area under the roof when all external doors and windows are closed, but does not include any yard or other open space, or any veranda, pergola, carport or other open sided structure which cannot be fully enclosed by the use of doors and/or windows. Building(s) includes:

1. lessors, fixtures and fittings including fixed carpets;
2. all services to the buildings;
3. all structural improvements;
4. shipping containers or transportable buildings permanently situated; at the **location** including fencing, gates, roadways and paths.

Buildings do not include **machinery**, land, dams, bridges, canals, tunnels, railway tracks, wharves, docks and piers.

contents mean all stock in trade and merchandise, including trading stock in the course of production, **business** furniture, **machinery**, plant and equipment, documents of title, **business** books and other records of every description belonging to **you** at the **location**.

Contents also includes:

1. customers' goods for which **you** are responsible or for which **you** have assumed responsibility to insure prior to any destruction or damage;
2. goods held by **you** on consignment;
3. property not owned by **you** but contained in the building for service, repair, alteration or safe keeping;
4. the cost of repair or replacement of necessary patterns, models, molds, dies and lasts but limited, unless repaired or replaced, to the value standing in either **your** own or the owner's financial records, whichever is the lesser;
5. improvements, alterations, decorations, fittings and additions to leased buildings which have been made by **you** and for which **you** are not entitled to be reimbursed by the lessor in the event of destruction or damage;
6. antiques, curiosities and works of art up to \$10,000;

Contents do not include:

1. **money**, security documents or stamps;
2. explosives;

3. jewellery, furs, bullion, articles containing gold and silver
4. growing crops, pastures, trees, or plants other than nursery plants or pot plants that are in the building;
5. animals, livestock, fish, birds and any other living organism other than laboratory cultures, stocks of pet shops or stocks of foodstuffs;
6. **vehicles** registered for road use or subject to applicable road use laws and any other **machinery** whilst registered for road-related areas, caravans, trailers, **watercraft**, **aircraft**
7. hovercraft, rolling stock and locomotives or their accessories, provided that this exclusion does not apply to:
 - ♦ mobile plant and equipment (excluding cars, sedans, panel vans and trucks) not otherwise insured while at **your location**; and
 - ♦ motor **vehicles** or trailers, caravans, motorcycles, **watercraft** or hovercraft or their accessories that are stock while at **your location**.

limit of indemnity means 120% of the total declared sums insured for buildings and contents for a particular **location**, or any other amount for 'limit of indemnity' agreed by **us** and specified on **your Insurance Certificate** for the particular **location**.

records and documents mean written, printed, filmed or taped records (including computer records), deeds, plans or drawings or documents of any other type which are:

1. used in the **business**; and
2. are in a building at the **location**; and
3. are owned by **you** or are in **your** custody in the ordinary course of the **business**.

sea means oceans, bays, ports or tidal waters.

2. What we cover

We will cover **you** for loss or damage at the **location** directly caused by the events listed under 'Insured events', up to the limits shown on **your Insurance Certificate** in respect of physical loss of, or damage to:

1. buildings;
2. contents; or

other items as shown on **your Insurance Certificate**.

3. Insured events

We will cover **you** for loss or damage caused directly by the following insured events:

Insured event <i>You are covered for loss or damage to your building and contents caused by:</i>	Our exclusions <i>You are not covered for: (See also General Exclusions on page 9)</i>
<p>Accidental damage</p> <p>We will cover you for accidental physical loss or physical damage to buildings and contents provided that the loss or damage is not already covered by, or able to be insured by, or is not excluded by any other sections of the policy irrespective of whether or not you have elected to insure under any or all of these sections.</p>	<p>Accidental loss or damage caused by or involving:</p> <ol style="list-style-type: none"> 1. theft or any attempt, threat of or armed hold-up; 2. fraudulent or dishonest acts by your employees; 3. wear and tear, fading, scratching, marring, gradual deterioration, developing flaws, normal upkeep or making good; 4. insects, vermin, moths or by pecking, clawing, eating or nesting by birds and other wildlife; 5. rust or oxidation, mildew, mould, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour, texture or finish; 6. error or omission in design, plan or specification or failure of design; 7. faulty materials or faulty workmanship; 8. any order of any government, public or local authority including the confiscation, nationalisation, requisition, repossession of or damage to any property; 9. incorrect siting of buildings as a result of incorrect design or specification; 10. unexplained inventory shortage, unexplained disappearance, disappearance resulting from clerical or accounting errors or shortage in the supply or delivery of materials to or from you; 11. consequential loss of any kind; 12. machinery breakdown, electrical or electronic breakdown, boiler or pressure vessel explosion or implosion other than the cover provided under the insured event 'Lightning or explosion'; 13. computer virus; 14. loss of or damage to property directly or indirectly caused by or contributed to by normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration; 15. any person deliberately switching off or disconnecting the power supply; 16. pollutants <p>We do not cover you under this accidental damage cover for loss or damage to:</p> <ol style="list-style-type: none"> 1. trees, plants, shrubs, pot plants, pastures, lawns or growing crops, unless such items are stock; 2. live animals, birds or fish or any other living creature, unless such items are stock; 3. any property in transit; 4. property during the course of, and as a result of, its processing; 5. alterations and additions when the value of work exceeds 20% of the sum insured or \$500,000 whichever is the lesser; 6. signwriting or ornamentation affixed to external glass that is caused following breakage of external glass, except where you are a tenant of a building and you are required to insure the glass in that building under the terms of your lease.

<p>Bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid other than water.</p>	<p>Damage which occurs as a result of your failure to repair or prevent the burst, leak, discharge or overflow within a reasonable amount of time of an incident being discovered.</p>
<p>Earthquake and tsunami, subterranean fire, volcanic eruption, or fire occasioned by or in consequence of earthquake, tsunami, subterranean fire or volcanic eruption.</p>	<p>The first \$20,000 or 1% of the sum insured at the location (whichever is the lesser) of each claim caused by earthquake, tsunami, subterranean fire or volcanic eruption.</p> <p>You only have to pay one excess if further damage occurs within 72 hours of such an event.</p>
<p>Escape of molten material From its confines on or about the location.</p>	<ol style="list-style-type: none"> 1. the cost of repairing any fault which permitted the escape; 2. the cost of retrieving or removing escaped material from any escape channel or catchment area designed for the purpose; 3. loss of or damage to the escaped material; 4. loss of or destruction to furnace linings, crucibles, moulds, other containers or ladles from which molten material escapes.
<p>Fire</p>	<p>Damage to any property undergoing heating or the direct application of heat in a deliberate and controlled manner. We will not apply this exclusion to other property damaged as a result of the direct application of heat.</p>
<p>Impact by:</p> <ol style="list-style-type: none"> 1. a vehicle, aircraft or watercraft, including as a result of sonic boom; 2. space debris or debris from an aircraft, rocket or satellite and other aerial devices; 3. animals; 4. a falling tree or part of a tree; 5. a mast, aerial, antenna or satellite dish that's broken or collapsed; 6. a falling building or other structure or part thereof. 	<p>Loss or damage:</p> <ol style="list-style-type: none"> 1. caused while cutting down trees or removing tree branches by you, or someone else if you have agreed not to hold them responsible if they cause damage to your property; 2. to a mast, aerial, antenna or satellite dish unless the breakage or collapse is caused by an insured event in this policy section; 3. caused by animals kept on the premises.
<p>Lightning or explosion</p>	<p>Loss or damage to a boiler or other pressure vessel caused by self-explosion, unless the boiler or pressure vessel is used solely for domestic purposes.</p>
<p>Malicious damage and vandalism The acts of vandals or persons of malicious intent, including persons carrying out a theft or attempted theft.</p>	<p>Loss or damage caused by:</p> <ol style="list-style-type: none"> 1. persons identified in the insured event 'Riots and strikes'; 2. any event insurable under the 'Glass' section of this policy; 3. you or anyone acting with your consent.

Insured event <i>You are covered for loss or damage to your building and contents caused by:</i>	Our exclusions <i>You are not covered for: (See also General Exclusions on page 9)</i>
<p>Sprinkler leakage</p> <p>Water discharged or leaking from any automatic sprinkler or drencher installation or tank connected to insured buildings.</p> <p>We will also pay for the expenses incurred for attendance of the fire brigade for the purpose of shutting off the water supply following accidental discharge of water from the automatic sprinkler or drencher system, or the cost of removal of the water or cleaning operations incidental thereto.</p>	<p>The cost of cleaning up any pollutant material which has gone beyond the boundaries of the location, or has entered the public drainage system, or any creeks or waterways.</p>
<p>Storm, wind and water including water discharged from the mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water.</p> <p>Please note: Losses caused by sprinkler leakage are specifically covered under the insured event for 'Sprinkler leakage' and no additional cover is provided for that event under this section.</p>	<p>Loss or damage caused:</p> <ol style="list-style-type: none"> 1. by sea, tidal wave, high water, flood or by soil movement including erosion, subsidence, landslide, mudslide or settling unless it is directly caused by and occurs within 72 hours of an insured event; 2. by steam or condensation; 3. by water entering the building due to inadequate maintenance, or through an opening made for any building renovation or repair work, or because of a structural defect, faulty design or faulty workmanship when the building was constructed; 4. to property including contents in the open air unless that property comprises part of a permanent structure designed to function without the protection of walls or roofs; 5. to buildings while they are being built and do not have all walls, doors and roofs completely fixed; 6. to growing crops, trees or any other plants; 7. to gates, fences, retaining walls, signs, shade sails, shade cloths, plastic or textile awnings, plastic or textile blinds and glass houses in excess of \$25,000 per event; 8. by your failure to repair or prevent the burst, leak, discharge or overflow of water within a reasonable amount of time of an incident being discovered.

4. Additional benefits

The following additional benefits are provided in addition to the limit of indemnity for buildings and contents unless stated otherwise:

Additional benefit	Our exclusions <i>You are not covered for: (See also General Exclusions on page 9)</i>	Benefit limit
<p>Additional locations</p> <p>For full details please refer to Additional benefits on page 61.</p>		
<p>Capital additions</p> <p>We will cover loss or damage to alterations and additions to buildings and contents at the insured location that have been undertaken during the period of insurance.</p>		<p>We will pay up to \$500,000; or</p> <p>ii. twenty percent (20%) of the total Sum Insured on Building and Contents; whichever is the lesser amount.</p>
<p>Catastrophe escalation cost</p> <p>We will increase the sum insured applicable to any building insured under this section if the building is destroyed or damaged by one of the 'Insured events'. We provide this additional benefit to cover any increase in building costs for labour and materials and any other additional costs which may apply after the event however we only do this if:</p> <ol style="list-style-type: none"> 1. we have classified the building as a total loss as a result of the loss or damage; and 2. you actually proceed with the rebuilding of the building; and 3. the event giving rise to the destruction or damage has resulted in a State of Emergency being declared by an authority that is legally able to make such a declaration affecting the area in which your building is situated. <p>Increase in 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 event not occurred.</p>	<p>This additional benefit does not pay any:</p> <ol style="list-style-type: none"> 1. more than the increased building costs which are actually incurred by you; 2. amount until you have incurred reinstatement costs exceeding the sum insured applicable to the building covered under this section. 	<p>We will pay up to an additional twenty percent (20%) of the Sum Insured for Buildings</p>

<p>Change in processes</p> <p>Your insurance under this section will not be prejudiced (apart from the maximum amount payable under this clause) if you change your processes.</p> <p>We will hold you covered for 30 days from the date the changes are commenced. You must notify us of the change within 30 days of the change, and at that time we will decide to either:</p> <ol style="list-style-type: none"> 1. charge an additional premium; 2. alter the terms of the section; 3. cancel the policy if we are entitled to do so. 		<p>We will pay up to \$50,000 or 10% of the relevant sum insured, whichever is the lesser.</p>
<p>Contents temporarily removed</p> <p>We will cover contents temporarily removed from the location for up to 60 days, to any other premises (and in transit there and back) within Australia.</p>	<p>Stock that has already been sold and is in transit to a customer or stock on consignment.</p>	<p>We will pay up to 10% of your total sum insured on contents at the situation.</p>
<p>Directors and employees' tools, equipment, personal effects and clothing</p> <p>We will cover the property of employees and directors (excluding motor vehicles) for which you are responsible caused by theft as if they were Contents.</p>	<p>This additional benefit does not provide any insurance cover directly to any director or employee. It only provides cover to you if you are responsible.</p>	<p>We will pay up to \$5,000 for any one employee or director with a maximum amount payable of \$10,000 in the aggregate for all events.</p>
<p>Discharge of mortgages</p> <p>We will pay the reasonable legal costs associated with the discharge of a mortgage where there has been a total loss.</p>		<p>We will pay up to \$25,000 or 10% of the total sum insured whichever is the greater.</p>
<p>Fire brigade attendance fees</p> <p>We will pay any statutory charges that are payable by you to a fire authority for attendance at a fire, or chemical emergency involving the insured buildings and/or contents.</p>	<p>Any fines, penalties or liabilities or any damage to your property under this benefit.</p>	<p>We will pay up to \$25,000 in total, any one event.</p>
<p>Limited transit</p> <p>We will cover contents (including stock) while they are in transit, in or on any vehicle owned or operated by you anywhere in Australia away from your location, including storage during transit. This additional cover is restricted to loss or damage caused by fire, explosion, wind and rainwater, earthquake, acts of malicious persons or by collision or overturning of the conveying vehicle.</p>		<p>We will pay up to the lesser of \$50,000 or 20% of your contents sum insured for each event, whichever is the lesser.</p>
<p>Loss of land value</p> <p>We will pay the difference between the value of your land before damage was sustained, and the value of your land after rebuilding, if the requirements of any statute or regulation or any municipal or statutory authority prevents you from rebuilding, or only allows partial rebuilding at the location.</p>		<p>We will pay up to \$100,000 less any compensation paid to you by any authority; or 20% of the Building Sum Insured shown on the Schedule;</p>

		whichever is the lesser.
<p>Playing surfaces</p> <p>We will pay for the cost of repairing damage to outdoor playing surfaces at the location caused by:</p> <ol style="list-style-type: none"> 1. vandalism; 2. a fire occurring to insured property at the location for which we have admitted liability; 3. the action of firefighting services, police and/or other emergency services in attending to their duties at the location. 		We will pay up to \$50,000 or the amount shown in the Insurance Certificate , whichever is the greater.
<p>Prevention of imminent damage</p> <p>We will pay necessary costs you incur to extinguish a fire on or in the vicinity of your building location that threatens loss or damage to your property. We will also pay for necessary costs to prevent or diminish imminent damage to your insured property by any other event.</p>	Any fines, penalties or liabilities or any damage to your property under this benefit.	We will pay up to \$50,000 in the aggregate any one period of insurance .
<p>Removal of debris and temporary repairs and protection</p> <p>We will pay the reasonable cost of removal, storage and disposal of debris, or the demolition, dismantling, shoring up, propping, underpinning or other temporary repairs as a direct result of an insured event under the Building and Contents section.</p> <p>We will also pay the cost of removing a fallen tree or branches of a tree that have caused damage to insured property.</p> <p>We will also pay for your legal liability for the cost of removal of debris from adjoining premises, property, roadways and waterways.</p>		We will pay up to the lesser of \$100,000 or 20% of your total sum insured for ' Building and Contents ' or any other amount shown on your Insurance Certificate .
<p>Restoration of records</p> <p>We will cover clerical and professional costs incurred by you, to rewrite your necessary business 'records and documents' including restoration of data stored on media following loss or damage whilst located anywhere in Australia by an event that is insured in this section.</p>	Any financial loss caused by the loss of your records under this additional benefit and or the value of or pertaining to such data or records.	We will pay up to \$25,000
<p>Rewards</p> <p>With our prior approval we will pay the reasonable cost of any reward paid by you to recover any property belonging to you, or for which you are responsible, that is lost or damaged. Provided the posting of the reward is economical in relation to the loss, we will not unreasonably withhold approval.</p>	Accumulated reward costs where similar cover is provided under the Theft or Money sections of this policy .	We will pay up to \$5,000.

<p>Seasonal increase in cover For full details refer to Additional benefits on page 61</p>		
<p>Taxation audit We will pay the reasonable professional fees which you incur as a result of your business taxation affairs being audited by the Australian Taxation Office.</p>	<p>An audit that is not commenced during the period of insurance or an audit conducted in relation to:</p> <ol style="list-style-type: none"> 1. any facts or circumstances of which you were aware of, or ought to have been aware of, prior to the commencement of this policy which were likely to lead to you making a claim under this policy; 2. any personal taxation affairs; 3. criminal activity or which results in a criminal prosecution. <p>You are also not covered for fines, penalties or any shortfall in the amount of tax payable or any fees incurred:</p> <ol style="list-style-type: none"> 1. which do not relate directly to the audited accounts; 2. in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit; 3. as a result of any fraudulent act or fraudulent admission or any statement made by you or on your behalf to a taxation officer which is false or misleading in a material particular. 	<p>We will pay up to \$10,000 any one audit or in any single period of insurance.</p>
<p>Temporary protection and security guards If your building or contents have been lost or destroyed or damaged by one of the 'Insured Events', we will pay for the cost of temporary protection, including employment of security guards, to safeguard the property insured.</p> <p>If any occurrence results in a claim being paid under this cover section and another section of this policy, the highest single limit under the relevant cover sections applies. This additional benefit is not cumulative with any other section of this policy.</p>		<p>We will pay up to \$10,000 for the reasonable costs incurred for temporary protection and security guards as a result of damage for which a claim is payable in any one period of insurance.</p>
<p>Theft cover for buildings occupied by tenants If You are the property owner, we will cover You for the cost to repair Your Property Insured caused by theft or attempted theft.</p>	<p>Any loss that is specifically excluded under the 'Theft' section of this policy.</p>	<p>The most we will pay for this Extra Cover is \$10,000 any one Event. This limit is in addition to the Sum Insured.</p>

<p>Expediting Expenses</p> <p>We will pay for reasonable costs and expenses incurred by you for express carriage rates and extra payments for overtime, night, Sunday or holiday working incurred in connection with the repair, replacement or reinstatement of the property insured that suffered loss or damage.</p>		<p>We will pay up to 50% of the cost of repairing, replacing or reinstating the property insured or \$25,000, whichever is the lesser.</p>
<p>Exploratory costs</p> <p>We will pay the reasonable cost of identifying and locating the source of damage for which a claim is payable, provided that the damage is caused by the discharge, overflowing or leakage from fixed pipes, fixed appliances, fixed apparatus or other systems used to hold or carry liquid of any kind.</p>	<p>The cost to repair or replace the pipes, appliances, apparatus or other systems which caused the damage.</p>	<p>We will pay up to \$10,000 any one event.</p>
<p>Government fees</p> <p>We will pay any fee, contribution or other impost payable to any government or statutory authority, incurred by you if payment of the fee, contribution or impost is a condition precedent to the obtaining of consent to repair or replace buildings and/or contents insured under this section.</p>		<p>The cost of government fees is included in the Sum Insured for Buildings, Contents or Stock. If the Sum Insured is exhausted, the maximum We will pay under this Extra Cover is \$10,000 any one Event.</p>
<p>Landscaping</p> <p>We will cover loss or damage caused by an 'Insured event' (other than Accidental damage or Storm, wind and water) to growing plants, shrubs, garden plots and lawns including any associated rock work, retaining walls, ornamentation and edging. We will also pay expenses necessarily incurred as a result of this damage in cleaning and/or repairing drains, gutters, sewers and the like, all contained in or on or forming part of or implicitly pertaining to the building insured.</p>	<p>Any loss of or damage to landscaping which occurs as a result of storm, wind or rain (including snow, sleet or hail).</p>	<p>We will pay up to \$25,000 or 20% of the sum insured for your building, whichever is the lesser at the Premises in respect of any one event.</p>
<p>Professional fees and legal costs</p> <p>We will cover architects, engineers, surveyors and legal fees that are reasonably and necessarily incurred in the repair or reinstatement of damage to your property following loss or damage for which a claim is admissible under this section.</p>	<p>If Your Schedule shows the Building as being insured for Indemnity.</p>	<p>We will pay up to \$5,000 any one Event.</p>

5. Optional benefits

The following benefits can be added to **your policy**. If taken, the benefits will be noted on **your Insurance Certificate**:

Optional benefit	Our exclusions <i>You are not covered for: (See also General Exclusions on page 9)</i>	Benefit limit
<p>Strata title mortgagee(s) interest</p> <p>When you take out this Optional benefit, we are insuring you only for the interests of the mortgagee of your shared title lot. The cover only applies when you own part of a building that has been subdivided into strata, community or similar title and you have a mortgage on that part of the building.</p> <p>If the building sustains damage that is covered by the policy, we will pay the mortgagee the lesser of the:</p> <ol style="list-style-type: none"> 1. sum insured shown on the Insurance Certificate; 2. the amount to repair the damage similar to but not better than when new; 3. difference between the amount paid by the insurer of the body corporate and the cost of the damage if the body corporate (or similar) partially covers the loss under an insurance policy arranged by them; 4. amount sufficient to discharge the mortgage held by you over the lot at the date of the damage. 		<p>We pay only that part of the claim that applies to the interest of the mortgagee provided if:</p> <ol style="list-style-type: none"> 1. a claim would be payable under this cover Section (and not subject to any Exclusion or other limitation in the Policy); 2. the Policy of the body corporate or similar does not apply or only partially covers the loss; and 3. the mortgagee requires You to discharge your mortgage. If You have arranged this policy to insure only the interest of a mortgagee in a strata title lot no Optional Benefits are payable under this Policy.

6. How we will pay your claim

Unless otherwise shown on **your Insurance Certificate**, claims will be paid on the basis of reinstatement and replacement, and extra costs as follows:

Reinstatement and replacement

Reinstatement and replacement mean, following collaboration with **you**, at **our** option **we** will:

- for building (s):
 - reconstruct, repair or restore the damaged building;
 - replace the building by a similar building, to a condition equal to but not better or more extensive than its condition when new;
- for other insured property (excluding stock):
 - repair or restore the damage or damaged portion of the property;
 - replace the property with similar property, to a condition substantially the same as, but not better or more extensive than its condition when new;
- for stock;
 - replace based on the cost at the time and place of the replacement, provided that the replacement is carried out with reasonable dispatch;
 - where it cannot be replaced, pay **you** the original cost to **you** of the stock or its **market value**, whichever is the lesser. If the stock is obsolete, the basis of settlement will be the lesser of the original cost of the stock to **you** or its **market value**.

Claims for the cost of reinstating or replacing insured property destroyed or damaged are subject to the work of rebuilding, or replacement, or repairing (as the case may be) being commenced and carried out with reasonable dispatch no later than twelve months after the date of loss, failing which settlement may be affected on an indemnity basis. This work may be carried out at another site and in any manner suitable to **your** requirements provided that **our** liability is not increased.

Extra cost

We will also pay the extra cost for the reinstatement of the damaged insured property (other than stock) necessarily incurred by **you**, to comply with the requirements of any statute or regulation or of any municipal or statutory authority, provided that:

- we** will not pay for any additional cost incurred in complying with any requirement which **you** were required to comply with prior to the damage being sustained;

- the co-insurance condition of this section of the **policy** will not be applied to the amount payable under this clause;
- if the cost of reinstatement of the damaged property is less than 50% of the cost of reinstatement that would have been incurred if the property had been totally destroyed, the indemnity under this clause will be limited to the extra cost necessarily incurred in reinstating only the portion damaged or sub limit shown on **your Insurance Certificate**, whichever is the greater. If a sub limit is not shown on **your Insurance Certificate**, **our** liability will be limited to the extra cost necessarily incurred in reinstating the damaged portion only.

Floor space ratio index (plot ratio)

If buildings are damaged and reinstatement of the damage is limited or restricted:

- by any act of parliament or regulation thereunder;
- by any by-law or regulation of any municipal or other statutory authority;

which leads to a reduction of the floor space ratio index (plot ratio) of the **location**, then **we** will pay in addition to any amount payable on reinstatement of the buildings, the difference between:

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

Our liability under this Additional benefit, combined with the benefits payable under the 'Reinstatement and replacement' and 'Extra cost' clauses above will not exceed the sum insured shown on **your Insurance Certificate**, in respect of the buildings which are the subject of the claim.

Branded goods

In the event of a claim, any salvage of branded goods or merchandise owned by **you** or held in trust or on commission and any goods sold but not delivered will not be disposed of by sale without **your** consent.

If this salvage is not disposed of by sale, the basis of settlement of any claim will be the indemnity value of the goods after brands, labels, or names have been removed by **you** or on **your** behalf.

Output replacement

If it is necessary to replace equipment, **machinery** or plant that has a measurable function, capability or output with a new item or items that perform a similar function or functions, the basis of settlement for this property will be for any item or items which have:

1. the same or a lesser total function, capability or output, then the basis of settlement is the new installed cost of the replacement item or items as would give the same total function, capability or output as the **business** property;
2. a greater total function, capability or output, and the new installed cost of the replacement property is no greater than the replacement value of that **business** property, then the basis of settlement is the new installed cost of the item or items so replaced;
3. a greater total function, capability or output, and the new installed cost of the replacement property is greater than the replacement value of that **business** property, then the basis of settlement is the lesser of the reinstatement value or that proportion of the new installed cost of the replacement item or items, which the output of the damaged **business** property bears to the output of the replacement item or items. If the reinstatement value of the damaged **business** property is not ascertainable, then the basis of settlement is the new installed cost of the replacement item or items.

Indemnity

If the basis of settlement is shown on **your Insurance Certificate** as indemnity, **we** will, following collaboration with **you**, at **our** option pay the cost to repair or replace the insured property less an equitable amount for age, wear and tear and/or depreciation.

If **we** cannot, or it is not reasonably practical to, repair or replace the insured property, **we** will pay **you** the indemnity value of the insured property but not more than the sum insured stated in the **Insurance Certificate**.

7. Special conditions applicable to this section

In addition to the 'General conditions that apply to every section of the **policy**', the following special conditions apply to the cover under this section.

Designation of property

For the purposes of determining under which benefit of this section any property is insured, **we** agree to accept the designation under which that property appears in **your** books of account.

Co-insurance

In the event of loss or damage under this section, **we** will pay the proportion of the loss or damage that the sum insured nominated by **you** bears to 80% of:

- ♦ the reinstatement or replacement cost of the building or contents, at the commencement of the **period of insurance**, where the method of settlement is shown on **your Insurance Certificate** as reinstatement and replacement;
- ♦ the indemnity value of the building or contents, at the commencement of the **period of insurance**,

where the method of settlement is shown on **your Insurance Certificate** as indemnity.

Our liability will not exceed the sum insured shown against each item in the **Insurance Certificate**. This condition will not apply if the amount of the loss or damage is less than 10% of the sum insured, or if the claim amount is restricted by the application of any sub-limit of indemnity.

Any additional costs incurred to comply with the requirements of any statutory authority, by laws or regulations will be omitted from the calculation of **our** proportion.

The following calculation provides an example of the application of co-insurance:

The value of your property	\$1,000,000
80% of the value	= \$800,000
Your Sum Insured	= \$600,000
Value of loss	= \$200,000

The amount **we** would pay is calculated as follows:

$$\frac{\$600,000 \times \$200,000}{\$800,000} = \$150,000$$

We would pay \$150,000 less any applicable **excess**, which means that **you** would incur a loss on the portion that **you** did not insure.

This condition does not apply to building damage provided the sum insured for the building has been set at the amount stated by a Certified Practising Valuer, subject to:

1. the valuation having been conducted no more than 3 years prior to current **policy** period and which a Certified Practising Valuer has updated not more than 12 months prior to the commencement of the **Period of Insurance**;
2. no material alterations/extensions/changes have taken place subsequent to the valuation taking place.

BUSINESS INTERRUPTION

1. Words with special meaning in this section

accountant means a professional accountant to be appointed by both **you** and **us**.

accounts receivable means the total amount owed to the **business** by customers as at the end of the month immediately prior to the date of the loss or damage adjusted for:

1. bad debts;

2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of loss or damage) to customers' accounts in the period between the date to which the last statement relates and the date of the loss or damage;
3. any abnormal condition of trade which had or could have had a material effect on the **business**, so that the adjusted figures represent as nearly as reasonably practicable those which would have been attained at the date of the loss or damage had the loss or damage not occurred.

average weekly revenue means the average weekly gross revenue during the 52 weeks immediately before the loss or damage to which adjustment will be made to reflect the trend in the **business**.

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

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

gross profit means the amount by which the sum of the turnover and the amount of the closing stock and work in progress exceeds the sum of the opening stock and work in progress and the amount of the uninsured working expenses. The amount of the opening and closing stocks will be arrived at in accordance with **your** normal accounting methods with due provision being made for depreciation.

gross revenue means the **money** paid or payable to **you** as a:

- ♦ wholesaler or retailer of goods – for goods sold and delivered in the course of **your business** less the cost of any related purchases (after any discounts);
- ♦ accommodation operator – in respect of facilities, accommodation, food and drink made available and services rendered in connection with **your business**, less the cost of any related purchases (after any discounts) and laundering and cleaning expenses;
- ♦ professional practitioner or consumer services provider – for services rendered and work performed in connection with **your business**.

gross rentals mean the amount receivable by **you** in accordance with a lease or agreement existing at the time of damage to the building.

indemnity period means the period beginning with the occurrence of the loss or damage, and ending not later than the number of weeks or months shown on **your Insurance Certificate**, during which the results of the **business** will be affected in consequence of the loss or damage (appropriately adjusted where the indemnity period exceeds twelve months).

This amount will be adjusted as necessary to provide for the trend of the **business** and variations in, or other circumstances affecting the **business**, either before or after the date of occurrence of the loss or damage, or which would have affected the **business** had the loss or damage not occurred. The adjusted figures will represent as nearly as may be reasonably practicable, the results which but for the damage would have been obtained during the relative period after the damage.

rate of gross profit means the rate of gross profit, expressed as a percentage, earned on the turnover during the financial year immediately before the date of the damage.

standard gross rentals mean the gross rentals earned during the twelve months immediately before the date of the damage.

standard revenue means the gross revenue during that period corresponding with the indemnity period in the 12 months immediately before the date of the loss or damage, (appropriately adjusted where the indemnity period exceeds twelve months), adjusted to reflect the trend in the **business** and any other circumstances, in order to arrive at the same result that would have been obtained had the loss or damage not occurred.

turnover means the **money** (less discounts, if any allowed) paid or payable to **you** for goods sold and delivered and for services rendered in the course of **business** at the **locations**.

uninsured working expenses means the working expenses of **your business** which **you** have elected not to insure under this section and which are shown on **your Insurance Certificate**.

weekly revenue means the gross revenue received by **you** for each week the **business** is in operation.

2. What we cover

We will pay up to the sum insured for loss of gross profit, gross revenue, weekly revenue or gross rentals (as selected by **you** and shown on **your Insurance Certificate**) resulting from interruption or interference to the **business** at the **location(s)** caused by loss or damage to the property insured under the '**Building and Contents**', '**Money**', '**Theft**', '**General Property**' and '**Glass**' sections of this **policy**, or any other **policy** insuring the same events and for which liability is admitted excluding liability for loss below a specified amount or loss caused by an explosion of a boiler or economiser at the **location**.

3. Insured items

Gross profit

Where cover for gross profit has been selected, the amount payable will be:

1. in respect of reduction in turnover, the sum produced by applying the rate of gross profit to the shortage in turnover;
2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover that, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction so avoided; less any sum saved during the indemnity period in respect of the charges and expenses of the **business** payable out of gross profit as may cease or be reduced in consequence of the damage.

Gross rentals

Where cover for gross rentals has been selected, the amount payable will be:

1. the amount by which the gross rentals earned during the indemnity period fall short of the standard gross rentals;
2. in respect of increase in cost of working, additional expenditure necessarily and reasonably incurred with **our** consent, for the sole purpose of avoiding or diminishing the reduction in the gross rentals of the **business** caused by the loss or damage, less any sum saved during the indemnity period in respect of such charges, and expenses of **your business** payable out of gross rentals as may cease or be reduced in consequence of the damage, but not exceeding the amount of reduction in gross rentals thereby avoided.

Gross revenue

Where cover for gross revenue has been selected, the amount payable will be:

1. in respect of reduction of gross revenue, the amount by which the gross revenue earned during the indemnity period will in consequence of the loss or damage fall short of the standard revenue;

in respect of increase in cost of working, additional expenditure necessarily and reasonably incurred with **our** consent, for the sole purpose of avoiding or diminishing the reduction in the gross revenue of the **business** caused by the loss or damage. The amount expended will not exceed the reduction in gross revenue, thereby avoided;

less any sum saved during the indemnity period in respect of such charges, and expenses of **your business** payable out of gross revenue as may cease or be

reduced in consequence of the damage but not exceeding the amount of reduction in gross revenue thereby avoided.

Weekly revenue

Where cover for weekly revenue has been selected, the amount payable will be:

1. the amount by which the weekly revenue during the indemnity period falls short of the average of the weekly revenues in that period during the fifty-two (52) weeks immediately before the date of the loss or damage;
2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred with **our** consent, for the sole purpose of avoiding or diminishing the reduction in the weekly rental of the **business** caused by the loss or damage, less any sum saved during the indemnity period in respect of such charges, and expenses of **your business** payable out of weekly rental as may cease or be reduced in consequence of the damage, but not exceeding the amount of reduction in weekly rental thereby avoided.

4. Additional benefits

The following additional benefits are included in the sum insured:

Additional benefit	Benefit limit
<p>Accumulated stocks provision</p> <p>In adjusting any loss, we will take into account and make an equitable allowance if any shortage in gross profit, gross revenue or weekly revenue arising from the interruption, or interference is postponed as a result of the gross profit, gross revenue or weekly revenue being temporarily maintained from accumulated stocks of finished goods.</p>	<p>We will pay up to your sum insured for gross profit, gross revenue or weekly revenue shown in the policy schedule.</p>
<p>Computer facilities</p> <p>Where loss or damage occurs within Australia to or as a result of damage to a third party who is involved in the processing and/or storage of your data and that loss or damage would be covered by an insured event listed in the 'Building and Contents' section of this policy had the above noted third party held this policy, the consequential reduction of gross profit, gross revenue or weekly revenue resulting from the interruption or interference will be deemed to be loss resulting from loss or damage to property used by you at your location.</p>	<p>We will pay up to 20% of your sum insured for gross profit, gross revenue or weekly revenue any one claim.</p>
<p>Departmental clause</p> <p>In the event of loss or damage giving rise to a claim under this section, the provisions of this insurance will apply separately to each department, division or location affected by the loss or damage if the business is conducted in departments, divisions or locations and independent trading results are ascertainable for each part of the business.</p>	<p>We will pay up to your sum insured for gross profit, gross revenue or weekly revenue.</p>
<p>Extension of the indemnity period</p> <p>When the additional benefit "Catastrophe escalation cost" in the Buildings and Contents section applies and the indemnity period stated in the insurance Certificate is 12 months or more, we will increase the indemnity period by a further 3 months provided that you actually undertake the reinstatement of your business at either the existing or alternate location.</p>	<p>This increase in your indemnity period is provided on the proviso that the extended interference or interruption to your business is a consequence of the damage sustained. This additional benefit does not increase the insured amount applicable to the cover shown in the Insurance Certificate.</p>
<p>Fines and damages</p> <p>If we agree to indemnify you for a claim for loss of gross profit, gross revenue or weekly revenue, we will also cover your liability:</p> <ol style="list-style-type: none"> 1. for fines or damages, other than aggravated, punitive or exemplary damages, for breach of contract resulting from non-completion or late completion of orders; 2. in the discharge of contract purchases, cancellation charges, fines or damages for breach of contract for the purchase of goods or services which cannot be utilised by you during the indemnity period, less any value to you for such goods or the amount received from sale. 	<p>We will pay up to 20% of the sum insured shown on your Insurance Certificate for gross profit, gross revenue or weekly revenue during the indemnity period.</p>
<p>Limited infectious disease cover and other miscellaneous events</p> <p>Loss as insured by this Policy resulting from interruption of or interference with the Business directly or indirectly arising from as occurrence or outbreak at the insured's premises only and limited to:</p> <p>closure or evacuation of the whole or part of the Insured Premises by order of a competent Public Authority consequent upon:</p>	<p>.</p>

<p>(a) vermin or pests;</p> <p>(b) poisoning directly caused by the consumption of food or drink provided on the Insured Premises;</p> <p>(c) defects in the drains or other sanitary arrangements at the Premises</p> <p>(d) murder or suicide occurring in or at the Insured Premises;</p> <p>shall be deemed to be loss resulting from Damage to property used by the Insured at the Insured Premises for the purpose of the Business.</p>	
<p>Private or public utilities extension</p> <p>Where loss or damage occurs within Australia at:</p> <ol style="list-style-type: none"> 1. an electric power station or substation; 2. a gas supplier; 3. water or sewerage services; 4. land based telecommunications installations; <p>and that damage would be covered by an Insured event listed in the 'Building and Contents' section of this policy had the above-mentioned party held this policy, the consequential reduction of gross profit or gross revenue resulting from the interruption or interference will be deemed to be loss resulting from loss or damage to property used by you at your location.</p>	<p>We will not be liable for the first 48 hours of any loss resulting from the interruption or interference where the equipment forming part of the utility which was damaged was not at or immediately adjacent to the location.</p> <p>We will pay up to your sum insured shown on your Insurance Certificate for gross profit, gross revenue or weekly revenue during the indemnity period.</p>
<p>Prevention of access</p> <p>Loss as Insured by this Policy resulting from interruption of or interference with the Business in consequence of damage to property within 50 kilometer of the Premises or to adjacent premises caused by a peril, damage as a result of which is insured hereunder, which shall prevent or hinder the use thereof or access thereto, whether the Premises or property of the Insured therein shall be damaged or not, shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.</p> <p>Loss as insured by this Policy resulting from interruption of or interference with the Business in consequence of damage to property within 50 kilometer of the Premises or to adjacent premises and forming part of or contained in the complex of which the Premises forms part caused by a peril, damage as a result of which is insured hereunder, which results in a cessation or diminution of trade due to temporary falling away of potential custom whether the Premises or property of the Insured therein shall be damaged or not shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.</p>	<p>We will pay up to your sum insured shown on your Insurance Certificate for gross profit, gross revenue or weekly revenue during the indemnity period.</p> <p>The maximum indemnity period provided is 12 weeks commencing from the date of the Damage, unless more specifically noted in the Schedule.</p>
<p>Roads, bridges and railway lines</p> <p>We will consider any loss from the inability to convey raw materials and other stock to or from the location as a result of damage to roads, bridges and/or railway lines within Australia caused by an insured event, provided that the damage would have been covered by this policy, to be loss resulting from damage to property used by you at the location.</p>	<p>We will pay up to your sum insured for gross profit, gross revenue, weekly revenue or gross rentals.</p>
<p>Storage sites</p> <p>We will consider damage to your property that is being stored or being processed at any premises in Australia not occupied by you to be loss resulting from damage to property used by you at the location.</p>	<p>We will pay up to 20% of the sum insured shown on your Insurance Certificate for gross profit, gross revenue or weekly revenue during the indemnity period.</p>

<p>Transit</p> <p>We will consider damage to your property while it is in transit by road, rail, sea or air within Australia and away from your location to be loss resulting from damage to property used by you at the location.</p>	<p>We will pay up to 20% of the sum insured shown on your Insurance Certificate for gross profit, gross revenue or weekly revenue during the indemnity period.</p>
<p>Specified suppliers and/or customers premises</p> <p>Where loss or damage occurs within Australia at your supplier's or client's location (or some location proximate to either), and that loss or damage would be covered by an Insured event listed in the 'Building and Contents' section of this policy had the abovementioned party held this policy, the consequential reduction of gross profit, gross revenue or weekly revenue resulting from that interruption or interference will be treated as loss resulting from loss or damage to property used by you at your location.</p>	<p>We will pay up to 20% of the sum insured shown on your Insurance Certificate for gross profit, gross revenue or weekly revenue during the indemnity period.</p>

5. Optional benefits

These are Optional benefits that **you** can select when taking out **your** insurance and only apply if they are shown on **your Insurance Certificate**:

Optional benefit	Benefit limit
<p>Additional increased cost of working</p> <p>If you have chosen to insure additional increased cost of working, we will pay the additional expenditure not otherwise recoverable under any other cover option in this section which you reasonably incur to minimise the effect of the loss or damage to the business during the indemnity period.</p>	<p>We will pay up to the sum insured shown for additional increased cost of working shown in the policy schedule.</p>
<p>Goodwill</p> <p>If you have chosen to insure goodwill, we will pay for loss of the actual cost of goodwill incurred by you when you purchased another business in order to maintain your business activities.</p> <p>We will only pay these goodwill costs following loss or damage:</p> <ol style="list-style-type: none"> 1. when the building that is damaged cannot or will not be repaired or rebuilt due to any refusal by any owner or lessor, other than you, or due to any restrictions imposed by any legal authority; and 2. the purchase of the other business is incurred because you were unable to continue your business at the location as a result of the damage to the buildings not being repaired; and 3. the cause of the damage to the buildings would have been covered by the 'Building and Contents' section of your policy had that building been insured under that section; and 4. the other business that is purchased is similar to your business. 	<p>We will pay up to the sum insured shown for Goodwill as shown in the policy schedule.</p>

Outstanding accounts receivable

If **you** have chosen to insure outstanding accounts receivable, **we** will pay for loss of outstanding accounts receivable resulting from damage to **your business** records contained at the **location**. This benefit will only apply if **your business** records are damaged by an Insured event listed in the '**Building and Contents**' section, or they are stolen and **you** have purchased cover under the '**Theft**' section of this **policy**. The indemnity provided by this benefit is limited to:

1. the difference between the outstanding accounts receivable and the total of the amount received or traced in respect thereof; plus
2. the additional expenditure incurred with **our** consent in tracing and establishing the amount of the outstanding accounts receivable after the loss or damage;

provided that:

1. if the sum insured is less than the outstanding accounts receivable, the amount payable by **us** will be proportionally reduced;
2. as soon as possible after the end of each month, **you** must record and store at alternative premises the total of the outstanding accounts receivable and these figures must be kept for a period of 12 months.

We will pay up to \$7,500 or the sum insured shown in the **policy** schedule, for outstanding accounts receivable whichever is the greater.

6. Special conditions

In addition to the 'General conditions that apply to every section of the **policy**', the following special conditions apply to the cover under this section.

Notification

As soon as possible after the happening of loss or damage which results in a claim under this section, **you** are required to deliver to **us** a written statement of claim certified by an accountant and to make available to **us** all books and records (including access to data stored on media) reasonably required for verification of that claim.

Limitation

Our total liability during any one **period of insurance** or for any claim arising out of the one event or series of events, arising directly or indirectly from one source or original cause in respect of each item shown on **your Insurance Certificate**, will not exceed the sum insured shown on **your Insurance Certificate** for that item.

Liquidator

We will not be liable for any claim under this section if the damage occurs after the **business** has been dissolved, wound up or is being carried on by a liquidator or receiver or has ceased to operate.

7. Co-insurance conditions

This clause only applies to gross profit, gross revenue and gross rentals cover under this section.

You should insure for the full value of **your** expected gross revenue, gross rental or gross profit. Otherwise, **we** may proportionally reduce the amount **we** pay **you**.

If the sum insured on gross revenue or gross rentals is less than 80% of the standard revenue or standard gross rentals (or its proportionately increased multiple where the indemnity period exceeds 12 months), the amount payable by **us** will be proportionally reduced.

If the sum insured on gross profit is less than the sum produced by applying the rate of gross profit to 80% of the annual turnover, the amount payable by **us** will be proportionally reduced.

Any uninsured working expenses shown on **your Insurance Certificate** will be taken into consideration when calculating co-insurance.

BUSINESS LIABILITY

1. Words with special meaning in this section

advertising injury means personal injury arising out of:

1. libel, slander or defamation;
2. any infringement of copyright or passing off of title or slogan;
3. unfair competition, piracy, unauthorised appropriation of advertising ideas contrary to an implied contract;
4. invasion of privacy;

committed or alleged to have been committed during the **period of insurance** in any advertisement, publicity article, broadcast or telecast and caused by or arising out of **your** advertising activities.

business means the **business** as described in the **Insurance Certificate** and shall also include:

1. the ownership of premises and/or the tenancy by **you**;
2. participation in any exhibition by **you** or on **your** behalf;
3. the hire or loan of plant and/or equipment to other parties;
4. conducted tours of **your** premises;
5. the provision of any sponsorships, charities, galas, first aid, medical, ambulance or firefighting service by **you** or on **your** behalf;
6. the provision of any canteen, social and/or sporting clubs or welfare and/or childcare facilities by **you** or on **your** behalf, which are primarily for the benefit of **your** employees.

employment practices mean any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by **you**.

geographical limit means:

1. anywhere in **Australia** and its external territories;
2. elsewhere in the world excluding North Korea, Cuba and Iran, but only in respect of:
 - ♦ overseas **business** visits by **you** and any of **your** directors or employees but not where they perform or supervise manual work;
 - ♦ any part of the world to which **your** products are exported except products **you** know have been exported to the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied.

incidental contracts mean:

1. any written rental agreement or lease of real property which does not impose on **you**;
 - ♦ an obligation to insure such property; or
 - ♦ any liability regardless of fault;
2. 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 done for such authorities or entities;

3. any written contract with any railway authority for the loading, unloading and/or transport of products, including contracts relating to the operation of railway sidings;
4. those contracts designated on the **Insurance Certificate**.

internet operations include, but is not limited to the following:

1. use of electronic mail systems by **you** or **your** employees, including part-time and temporary staff, and others acting on **your** behalf;
2. 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;
3. 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; and
4. the operation and maintenance of **your** website.

limit of liability means the limit of liability shown on **your Insurance Certificate**.

loading or unloading means the single action of transferring the weight of the goods.

medical persons mean legally qualified medical practitioners, legally qualified nurses, dentists and first aid attendants.

occurrence means an event which results in personal injury, property damage or advertising injury, neither expected nor intended from **your** standpoint. All personal injury or property damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one occurrence. All advertising injury arising out of the same injurious material or act (regardless of the frequency or repetition thereof, or the number of claimants) will be deemed to be one occurrence.

personal injury means:

1. bodily injury (including death and illness), disability, shock, fright, mental anguish, mental injury, loss of consortium or services resulting therefrom;
2. wrongful entry, wrongful eviction, wrongful detention, false arrest, wrongful imprisonment or malicious prosecution;
3. a publication or utterance of a libel or slander or other defamatory or disparaging material;

4. assault not committed by **you** or at **your** direction unless the assault occurred while preventing personal injury or property damage.

property damage means:

1. physical damage to, loss or destruction of tangible property including any resulting loss of use of that property; or
2. or loss of use of tangible property which has not been physically damaged, lost or destroyed, provided such loss of use is caused by an occurrence.

Sexual abuse means any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

you/your has the same meaning as defined elsewhere in this **policy** and extended for this **business** liability section only to include:

1. every principal of yours, in respect of that principal's liability caused by the performance of work for that principal, but subject always to the extent of coverage and the limit of liability provided by this **policy**;
2. all existing subsidiary and/or controlled corporations (including subsidiaries thereof) of yours incorporated in **Australia** and/or any other organisations under **your** control within **Australia** and its external territories;
3. all subsidiary and/or controlled corporations (including subsidiaries thereof) of yours and/or any other organisations under **your** control incorporated in the Commonwealth of **Australia** which are constituted or acquired by **you** after the commencement of the **period of insurance**;
4. every subsidiary and/or controlled corporation and/or other organisation of yours, which is divested during the **period of insurance**, but only in respect of claims made against such divested subsidiary, related or controlled corporation or organisation caused by or arising out of events insured against by this **policy**, which occurred prior to the divestment;
5. every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with **your** consent (but not an insured designated in this **policy**) in respect of claims arising from their duties connected with the activities of any such club, organisation or service. This insurance will not apply to personal injury to or property damage of any participants of any game, match or the like;
6. each partner, joint venturer, co-venturer or joint lessees of yours to whom **you** are obligated by virtue of any contract or agreement to provide insurance such as is afforded by this section; but only to the extent required by such contract or agreement, provided the partnership, joint venture, co-venture, joint lease has been notified to **us** within 30 days of

formation and has been endorsed on the **Insurance Certificate**.

7. any director, partner, proprietor, officer or executive of yours in respect of private work undertaken by **your** employees for such director, partner, proprietor, officer or senior executive.

you/your does not include the interest of any other person other than described above.

your products mean any goods, products and property after they have ceased to be in **your** possession or under **your** control which are, or have been deemed to be, manufactured, grown, extracted, produced, processed, constructed, erected, installed, repaired, serviced, treated, labelled, handled, sold, supplied, re-supplied or distributed by **you** (including any packaging or container thereof other than a **vehicle**).

Your products also include the design, formula, specification, directions, markings, instructions, advice or warnings 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 the **business** including discontinued products.

2. What we cover

Liability

We will cover **your** legal liability to pay compensation for:

1. personal injury;
2. property damage to property that is neither owned by or leased or rented to **you** or not in **your** physical and legal control;
3. advertising injury;

which happens during the **period of insurance** and is caused by an occurrence in connection with **your business** within the geographical limit.

Limit of Liability

Our maximum liability in respect of any claim or any series of claims, involving general liability for personal injury, property damage or advertising liability, caused by or arising out of one occurrence will not exceed the **limit of liability**, other than the cover provided for:

1. the Additional benefits for the defence of claims;
2. item 4 of the Additional benefit for 'Property in **your** physical and legal control';
3. the cover provided for 'Claims preparation expenses' in the 'General conditions that apply to every section of the **policy**'.

Our total aggregate liability during any one **period of insurance** for all claims arising out of **your** products will not exceed the **limit of liability**, other than the cover provided in Additional benefits for the defence of claims.

3. Additional benefits

With respect to the indemnity provided by this **policy**, **we** will:

1. pay all expenses incurred by **us**, all costs taxed against **you** in any such suit, and all interest accruing after entry of judgment until **we** have paid, tendered or deposited in court such part of the judgment as does not exceed the **limit of liability**;
2. reimburse **you** for all reasonable expenses, other than loss of earnings, incurred in connection with the defense of a claim or legal action with **our** consent;
3. pay reasonable expenses incurred by **you** for first aid to others at the time of personal injury caused by an occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973);
4. pay reasonable expenses incurred by **you** for temporary protection of damaged, or undamaged property of any person or party, including temporary repairs, shoring up or underpinning thereof;
5. pay all reasonable legal costs incurred by **you** at:
 - (a) any coronial inquest or inquiry;
 - (b) any proceedings in any court or tribunal in connection with liability insured against by this cover section;
 - (c) any Royal Commission or Government Enquiry arising out of any alleged breach of statute, or other similar judicial enquiry into circumstances relating to any occurrence, claim or potential claim which would be the subject of indemnity under this insurance;
 - (d) any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.
 - (e) Unless **we** have agreed otherwise in writing, following collaboration with **you**, **our** liability shall not exceed \$250,000 for reasonable legal costs incurred by **you** in respect of any one claim or series of claims arising out of any one occurrence provided that:
 - (i) **we** will not be obliged to pay any claim or judgment or to defend any claim or legal action after the limit of liability has been exhausted by payment of judgments or settlements;
 - (ii) if a payment exceeding the **limit of liability** has to be made to dispose of a claim, **our** liability to pay any costs, expenses and interest will be limited to that proportion of those costs, expenses and interest as the **limit of liability** bears to the amount paid to dispose of the claim.
 - (iii) The amount incurred, except for payments in settlement of claims, suits and all costs awarded against you, are payable by **us** in

addition to the **limit of liability**, provided that the matter is subject to the laws applicable outside the United States of America or Canada.

- (iv) **Our** maximum limit of liability for personal injury, property damage, advertising liability and legal costs for matters involving the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied, will be the **limit of liability** shown on **your Insurance Certificate**.

Property in your physical and legal control

We will cover **your** liability for damage to:

1. premises (including landlord's fixtures and fittings) which are leased or rented to **you**;
2. premises (or their contents) not owned, leased or rented by **you** but temporarily occupied by **you** for work therein;
3. **vehicles** (not belonging to or used by or on **your** behalf) in **your** physical or legal control where the damage occurs while the **vehicles** are in a car park owned or operated by **you**, unless **you** own or operate the car park for reward where it's annual gross income exceeds \$100,000 or it is operated as the principal part of **your business**;
4. property (excluding any **vehicle** which is registered or which is required under any legislation to be registered) in **your** physical or legal care, custody or control. **Our** maximum indemnity for any one occurrence is limited to \$250,000 or the amount shown on **your Insurance Certificate**;
5. the personal property, tools and effects of any of **your** directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of **your** visitors.

Release

Where **you** are required by contractual agreement to release any:

- ♦ government, public or local authority or other statutory authority;
- ♦ any landlord where the terms of the lease or hiring include a disclaimer in favour of the landlord;
- ♦ any other persons or parties;

from liability or loss, destruction or damage or legal liability insured against under this **policy**, such release is allowed without prejudice to this insurance.

Notwithstanding the 'General Condition' regarding 'Subrogation rights' of this **policy**, **we** agree to waive all **our** rights of subrogation against any such authority in the event of any occurrence for which a claim for indemnity may be made under this **policy**.

Vehicles used as a tool of trade

Notwithstanding the exclusion headed '**Vehicles**', under the heading 'What **we** do not cover', **we** will cover:

1. property damage or personal injury caused by or arising from the operation or use of any **vehicle** which is designed primarily for lifting, lowering, loading, unloading, digging or drilling, whilst being operated or used by **you** or on **your** behalf within the confines of **your** premises;
2. property damage or personal injury caused by the use of any tool or plant forming part of, or attached to, or used in connection with any **vehicle** (excluding whilst the **vehicle** is travelling, transporting or carting goods) at any work site.

Vehicles unloading or loading goods

Notwithstanding the exclusion headed '**Vehicles**', **we** will cover property damage or personal injury arising out of and during the loading or unloading of goods to or from any stationary **vehicle**.

Vehicles interfering with access

Notwithstanding the exclusion headed '**Vehicles**' **we** will cover property damage arising out of the legal movement by **you** or by any of **your** employee(s) of any **vehicle** or trailer not belonging to **you** which is interfering with access to or from any premises, or any site where **you** are carrying out work, provided that the **vehicle** is under the control of a driver with a licence that is valid in **Australia** in relation to the class of **vehicle** which is being moved.

Cross liability – Joint insured

Where **you** comprise of more than one party, each of the parties will be considered as a separate and distinct unit and the words **you** and **your** will be considered as applying to each party in the same manner as if a separate **policy** had been issued to each of them provided that nothing in this clause will result in an increase of **our** limit of liability in respect of any occurrence.

4. Special conditions

In addition to the General conditions that apply to every section of the **policy**, the following special conditions apply to the cover under this section.

Defence of claims and supplementary payments

Following the happening of any occurrence in respect of which a claim is, or may be, made under the **policy**, **we** will defend in **your** name and on **your** behalf any claim or legal action against **you** seeking damages on account of personal injury, property damage or advertising injury not otherwise excluded by this section, even if the action is groundless, false or fraudulent.

We may look to conduct legal proceedings including the settlement of a claim. **You** will be required to provide any assistance requested by **us** such as any statements, documents and giving evidence in any legal proceedings.

Where **we** decide to settle a claim or admit liability on **your** behalf and **you** disagree or contest **our** decision, **our** liability will be limited to the amount which would have been accepted in full and final settlement of the claim.

The amounts of defence costs and supplementary payments incurred, except payments in settlement of claims and suits, are payable by **us** in addition to the applicable limit of liability of this **policy** unless otherwise set out in this **Policy**.

However, in respect of any claims or suits originating in any court in United States of America or Canada, the applicable limit of liability shown in the **Insurance Certificate** will be inclusive of all defence costs and supplementary payments.

Where **we** are prevented by law or otherwise from making payments on **your** behalf, **we** will indemnify **you** for legal liability incurred to the extent that such liability is covered by this **policy**.

In jurisdictions where **we** may not legally be permitted to, or cannot for any other reason, defend any claim or suit against **you**, **we** will reimburse **you** for the expense of such defence incurred with **our** written consent which will not be unreasonably withheld to the extent covered by this **policy**.

Notices

You must as soon as possible give to **us** notice in writing of:

1. every occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this **policy**, whether or not **you** believe any claim amount might fall below the applicable **excess**;
2. every change that comes to **your** knowledge, which materially varies any of the facts or circumstances existing at the commencement of this **policy**.

Discharge of liabilities

Where **we** decide to settle a claim or admit liability on **your** behalf and **you** disagree or contest **our** decision, **we** may, following collaboration with **you**, pay to **you**, in respect of all claims against **you** arising from an occurrence, the balance of the limit of liability or any smaller sum for which the claim or claims can be settled. Upon payment of that amount, **we** will relinquish conduct or control of the matter and will have no further liability under the **business** liability section of this **policy** in connection with those claims except for costs, charges and expenses that are:

1. recoverable from **you** for all or part of the period prior to the date of such payment;
2. incurred by **us**;
3. incurred by **you** with **our** written consent prior to the date of such payment.

Reasonable care

You must:

1. exercise reasonable care that only competent employees are employed and **you** must take reasonable measures to maintain all premises and plant in sound condition;
2. take all reasonable precautions to prevent personal injury and property damage, and prevent the manufacture, sale or supply of defective products, and comply with and ensure that **your** employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities in relation to the:
 - ♦ safety of persons or property;
 - ♦ disposal of waste products;
 - ♦ handling, storage or use of flammable liquids or substances, gases or toxic chemicals;
3. at **your** own expense take reasonable action to trace, recall or modify any of **your** products containing any defect or deficiency of which **you** have the knowledge or have reason to suspect, including (but not limited to) any of **your** products subject to government or statutory ban.

5. What we do not cover

In addition to the General Exclusions of this **policy** we do not cover liability in respect of claims directly or indirectly arising from or in any way connected with any of the following:

Advertising injury

1. resulting from statements made at **your** direction with knowledge that such statements are false;
2. resulting from statements made prior to the commencement of the **period of insurance**;
3. resulting from failure of performance of contract however this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
4. resulting from any mistake in advertised price of products or services;
5. resulting from failure of **your** products or services to conform with advertised performance, quality, fitness or durability;
6. incurred by **you** if **your** principal occupation or **business** is advertising, broadcasting, publishing or telecasting.

Aircraft and watercraft

Claims arising out of the ownership, operation or use by **you** of:

1. any **aircraft** or hovercraft, including maintenance by **you**;
2. any **watercraft** over 10 metres in length, other than:
 - ♦ **watercraft** used in operations carried out by any independent contractors for whose conduct **you** may be held liable for; or
 - ♦ **watercraft** owned and operated by others and used by **you** for **business** entertainment.

Aircraft products

Your products that are **aircraft** component parts used for maintaining an **aircraft** in flight, or moving upon the ground, or used in the construction of an **aircraft** hull, or **machinery** which to **your** knowledge is incorporated in an **aircraft**.

Animal feed

Claims arising directly or indirectly out of the manufacture or processing of animal or stock feed.

Asbestos

Any actual or alleged liability or damages whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

Computers, computer software and computer consulting

Property damage to computer data or programs and their storage media or any consequential loss arising directly or indirectly out of, or caused by, though, or in connection with the:

1. use of any computer hardware or software;
2. provision of computer hardware or software;
3. use of computer hardware or software belonging to any third party, whether authorised or unauthorised, including damage caused by any computer virus.

Communicable Disease

Notwithstanding any provision to the contrary within this **policy**, this **policy** does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, 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.

For the purposes of this **endorsement**, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Contractual liability

Any obligation assumed by **you** under any agreement except to the extent that:

1. the liability would have been implied by law;
2. the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges **you** to effect insurance or provide indemnity in respect of the subject matter of that contract;
3. the liability is assumed by **you** under a warranty of fitness or quality as regards to **your** products;
4. liability is assumed under an incidental contract;
5. the obligation is assumed under those agreements shown on **your Insurance Certificate**.

Cyber Liability Exclusion

1. Notwithstanding any provision to the contrary within this **Policy** or any **endorsement** thereto this **Policy** excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2.
2. Subject to the other terms, conditions and exclusions contained in this **Policy**, this Exclusion will cover losses arising from legal liability of the Insured caused by or arising out of a CYBER ACT or a CYBER INCIDENT which result in Injury to third parties (other than mental injury, mental anguish or mental disease) or physical damage to third party property.
3. This **endorsement** is applicable to the following classes of **business**:
 - 3.1 Products Liability;
 - 3.2 Public Liability.
4. Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by,

contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this **Policy**.

5. Any recoveries, collectibles or retention from any other form of insurance or reinsurance, whether specific, general or which may overlap including deductibles or self-insured retention which protects the Insured in respect of any CYBER LOSS (hereinafter "Other Recoveries") shall inure to the benefit of the Underwriters in all cases and this contract shall not respond until all Other Recoveries are exhausted. The liability of the Underwriters in respect of loss or losses covered hereunder shall not be increased by any reason of the inability of the Insured to collect any amounts from Other Recoveries.
6. If the Underwriters allege that by reason of this exclusion any CYBER LOSS sustained by the Insured is not covered by this **Policy**, the burden of proving the contrary shall fall to the Insured.

Definitions

7. CYBER LOSS means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.
8. CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.
9. CYBER INCIDENT means:
 - (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or
 - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.
10. COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, DATA storage device, networking equipment or back up facility.
11. DATA means information, facts, concepts, code or any other information of any kind that is recorded or

transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

Defamation

Resulting from statements made prior to the commencement of the **period of Insurance**; or resulting from statements made at **your** direction with knowledge that such statements are false; or if **your business** is advertising, broadcasting, publishing or telecasting.

Defect in design

Any defective or deficient design or error in specification or formula in any of **your** products as part of **your business** activities provided by **you** for a fee.

Employment liability

Liability imposed by:

1. the provisions of any workers compensation law, industrial award, agreement, determination, any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such law, industrial award, agreement, determination, contract of employment or workplace agreement;
2. any law relating to employment practices for bodily injury to any worker in respect of which **you** are or would be entitled to indemnity under any **policy** of insurance, fund, scheme or self-insurance pursuant to or required by any legislation relating to Workers Compensation or Accident Compensation, whether or not such **policy**, fund, scheme or self-insurance has been affected.

For the purposes of this exclusion the term '**Worker**' means any person deemed to be employed by **you** pursuant to any Workers Compensation Law, with the exception of any voluntary workers, secondees or work experience students.

Explosive substances

Personal injury or property damage directly or indirectly caused by or arising from mining, processing, manufacture, distillation, fractionation, treatment, disposal, controlled removal of, decontamination and/or distribution of:

1. explosives;
2. petroleum, inflammable gasses or spirits (other than as part of a garage/petrol service station **business**).

Faulty workmanship

The cost of performing, correcting or improving any work undertaken by **you**.

Fines, penalties and punitive damages

1. Fines, penalties, or cost of actions imposed on **you** due to the application of government legislation or order of a court of law;
2. Punitive, exemplary or aggravated damages;
3. Any additional damages resulting from multiplication of compensatory damages against **you**.

Information technology hazards

1. any liability arising out of **your** internet operations; or
2. liability for property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - ♦ the use of any computer systems or software;
 - ♦ the provision of computer or telecommunication services by **you** or on **your** behalf;
 - ♦ the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

This exclusion does not apply to:

1. personal injury, property damage or advertising injury arising directly from material which is already in print and on which it was reasonable for **you** to rely and of which **you** have not had notice (direct or otherwise) of the material having been superseded and which material has been provided or made available to **you** by the manufacturer in support of any of its products, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site; or
2. liability which arises irrespective of the involvement of **your** internet operations.

Liquidated damages

Liquidated damages arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties.

Loss of use

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

1. a delay in, or lack of, performance, by **you** or on **your** behalf, of any contract or agreement;
2. the failure of **your** products to meet **your** warranties or representations as to performance, fitness, quality or durability (but this exclusion will not apply to liability for physical damage or destruction caused to other property by **your** products).

Pollution

1. Personal injury or property damage caused by or arising out of the discharge, dispersal, release or escape of **pollutants** into or upon land, the atmosphere, or any water course or body of water;
2. Costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution.

The above exclusions do not apply to pollution which is consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in personal injury and/or property damage, and where the pollution occurs outside the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied.

Our liability in respect of any one discharge, dispersal, release, escape and for all discharges, dispersals, releases and escape of **pollutants** during any one **period of insurance** will not exceed the limit of liability.

Product defect

Property damage to **your** products, if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

This exclusion is restricted to the defective or harmful or unsuitable part of the damaged product and does not apply to any resultant damage caused to the remainder of the product.

Product recall

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement or loss of use of **your** products if they are withdrawn from the market or from use, because of any known or suspected defect or deficiency in them.

Professional liability

The rendering of, or failure to render professional advice or service by **you** or any related error or omission, but this exclusion will not apply to:

1. the rendering of or the failure to render professional medical advice by medical persons employed by **you** to provide first aid services at **your location**, but not when these medical persons have insurance for **your** professional liabilities;
2. personal injury or property damage arising there from, provided that the professional advice or service is not given for a fee.
3. the rendering of or the failure to render professional advice in respect of the use or storage of **Your** Products.

Renovations, erection, alterations, construction, additions and demolition

Any claims arising directly or indirectly out of or in any way connected with the renovation, erection, alteration, construction or additions and demolition to any building at the **location** shown on **your Insurance Certificate**, by **you** or on **your** behalf when the total cost of the work exceeds \$500,000.

Sexual abuse

Any claims arising directly or indirectly from any actual or alleged sexual abuse.

Furthermore, **we** will not have a duty to defend any action, suit or proceedings brought against **you** (or any other person or body corporate who might otherwise, but for the provisions of this clause, be entitled to indemnity under this **policy**) which either directly or vicariously seeks compensation in respect of sexual abuse claims or any personal injury resulting there from.

Treatment or dispensing

Except as provided for under the exclusion for 'Professional liability':

1. physical handling of any patient, client or third party whilst carrying out **Your** duties; The treatment of humans or animals for any physical or mental deficiency, injury, illness or disease;
2. the promotion or recommending of activities, or the prescribing of pharmaceuticals, medical or herbal remedies to improve performance or appearance, or to alleviate pain, illness, mental or physical deficiency, disease or injury; or
3. dispensing of drugs, medicines or alternative medicines, pharmaceutical supplies or artificial aids;
4. providing or giving third parties prescription medication

Vehicles

Personal injury or property damage arising out of the ownership, possession, operation, maintenance or use by **you** of any **vehicle**:

1. which is registered or which is required under any legislation to be registered;
2. in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected);

other than the property described in the Additional benefits '**Vehicles** used as a tool of trade', '**Vehicles** unloading or loading goods' and property damage detailed within the additional benefit '**Vehicles** interfering with access'.

This exclusion will not apply to personal injury that arises out of an occurrence, which is partially or totally outside

the indemnity afforded under any compulsory liability insurance or other legislation relating to **vehicles**, provided that the reason the occurrence is outside the indemnity afforded by the compulsory liability insurance or statutory indemnity does not involve a breach by **you** of legislation relating to **vehicles**.

Vibration or weakening of support

Damage resulting from vibration or the removal or weakening of support to any land or fixed property.

Welding and hot work activities

Claims caused by or arising out of the use of an angle grinder, arc or flame cutting, flame heating, arc or gas welding or any similar operation in which welding equipment is used, unless that activity is conducted in strict compliance with the standard A S 1674.1-1997 (Safety in welding and allied processes) issued by Standards **Australia** as amended, updated or replaced.

THEFT

1. Words with special meaning in this section

Contents means any items described below:

- ♦ that **you** own;
 - ♦ for which **you** are legally responsible; or
 - ♦ for which **you** have assumed a responsibility to insure.
1. furniture, furnishings, carpets, curtains and internal blinds;
 2. **machinery** and plant, tools, instruments and utensils of trade, unfixed or portable equipment, office equipment, safes and strongrooms;
 3. computers, all equipment connected to and operating from computers, and all disks, tapes, cards or other materials used for storing data;
 4. advertising material and display equipment;
 5. where **you** are a tenant of leased or rented premises:
 - ♦ landlord's fixtures and fittings for which **you** are liable under the terms of a lease or similar agreement;
 - ♦ fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for **your** own use;
 6. documents but only for their value as stationery;
 7. patterns, models, moulds, designs;
 8. unused books, books of reference, stationery;
 9. stock in trade.

Contents does not mean:

1. tobacco, cigars and cigarettes (unless listed separately on **your Insurance Certificate**);
2. **money**;
3. **vehicles** or trailers (including their accessories) registered or licensed to travel on a public road, other than mobile plant and equipment which is so registered or licensed (that are not cars, sedans, panel vans and trucks) while at **your location**;
4. **watercraft, aircraft**, locomotives or rolling stock, including their accessories.

2. What we cover

We will cover **you** for loss or damage to the items shown under the '**Theft**' section on **your Insurance Certificate** caused by theft or attempted theft:

1. consequent upon actual forcible and violent entry to **your location**;
2. by a person unlawfully concealed at the **location**;
3. consequent upon assault, violence, violent intimidation or threat to **you** or **your** employees;
4. consequent upon breakage of any locked cabinet, counter or showcase at the **location**.

3. What we do not cover

In addition to the General Exclusions, of the **policy we** will not cover loss of or damage to:

1. **money** or negotiable instruments in **excess** of \$500 per event;
2. jewellery, furs, bullion, property made of gold or silver or precious stones exceeding \$10,000 any one loss and \$2,000 any one item unless they are stock;
3. **vehicles** or trailers unless they are stock;
4. glass unless it is stock;
5. property not contained in a locked building, except for the Additional benefit '**Theft** without forcible and violent entry';
6. documents, patterns, models, moulds, plans or designs unless shown on **your Insurance Certificate**;
7. tobacco, cigarettes or cigars unless shown on **your Insurance Certificate**.

We will not pay for unexplained disappearances or unexplained shortages. **We** will not pay for theft, fraud or dishonesty by employees other than the cover provided under the heading 'Fraud and dishonesty' in the 'Additional benefits for Theft and **Money** sections' section (see page 48).

Some additional benefits contained in the **Money** section may apply to this Theft cover section, see pages 48 to 50 for details.

4. Additional benefits

The following additional benefits are provided in addition to the limit of indemnity unless stated otherwise:

Additional benefits	Benefit limit
<p>Metered water charges</p> <p>We will pay the additional costs levied on you by a Water Company or Authority for metered water usage arising from the theft of property or water at the premises.</p>	<p>We will pay up to the lesser of seven (7) days charges or the amount of water charges paid by you for the corresponding period in the preceding year for any one event. If you are also insured under the Buildings and Contents section, the amount payable under this additional benefit shall not be cumulative with the additional benefit 'Metered water charges' under the Building and Contents section.</p> <p>Cover is provided on the basis that repairs are completed as soon as possible after the damage being discovered.</p>
<p>Other Benefits</p> <p>We will also provide cover for the following Additional benefits on the terms set out in Part 5 on page 49 and 50 of the 'Money' section:</p> <ol style="list-style-type: none"> 1. Additional locations; 2. Damage to building, safe or strongroom; 3. Death following assault; 4. Fraud and dishonesty; 5. Locks, keys and combinations; 6. Rewards; 7. Temporary protection and security guard. 	
<p>Permanently fixed apparatus</p> <p>Provided that your sum insured has not been otherwise exhausted, we will cover theft, whether following forcible and violent entry or otherwise, of permanently fixed (non-portable) apparatus or appliances, owned by you or for which you are legally responsible or have assumed a responsibility to insure, attached to the building other than by means of a flexible or tensile cord to a power point.</p>	<p>We will pay up to the lesser of \$25,000 or the balance of your theft sum insured for contents.</p>
<p>Removal of debris</p> <p>We will pay the cost of removal of debris and of cleaning up any damage resulting from theft or attempted theft of property insured, including as a result of a forensic investigation by police following theft or attempted theft of property insured.</p>	<p>We will pay up to \$5,000 any one claim.</p> <p>Any cover provided under this additional benefit will not accumulate with any similar cover that may be given under the Money section.</p>
<p>Rewriting records</p> <p>We will pay the additional clerical costs necessarily and reasonably incurred by you to reinstate, reproduce or restore computer systems, records, documents, manuscripts, securities, deeds, specifications, plans or drawings following a theft or attempted theft for which we have provided indemnity.</p>	<p>We will pay up to \$25,000 any one event in addition to your sum insured for Theft.</p>

<p>Seasonal increase in cover For full details please refer to Additional benefits on page 62</p>	
<p>Temporary Removal We also cover your insured business property while temporarily removed to any other premises within Australia, however we do not cover:</p> <ol style="list-style-type: none"> vehicles, trailers, watercraft, or caravans unless they are: <ul style="list-style-type: none"> ♦ stock in trade of your business; or ♦ forklift trucks or similar appliances that are normally used for hauling or lifting goods at your business premises; stock in trade that is on consignment to other parties unless it is owned by you or is property for which you are responsible; business property that is away from the insured location the majority of the time. <p>There is no cover under this Additional benefit for any property which has been removed for a period greater than 90 days without our prior written consent.</p>	<p>We will pay up to 20% of your sum insured for Theft.</p>
<p>Tenanted premises We will pay the cost to repair damage to a building at the location in which you are a tenant and for which you are legally liable to pay in accordance with the terms of your lease, provided that such loss occurs as a result of theft or attempted theft of business property occurring during the period of insurance.</p>	<p>We will pay up to \$25,000 any one event in addition to your sum insured for Theft.</p>
<p>Theft without violent and forcible entry (limited cover) If a sum insured is shown on the Insurance Certificate for contents, we will extend cover to include theft without violent and forcible entry from a fully enclosed building that results in loss or damage to business property including electronic equipment, business stock and customers' goods at the location. This Additional benefit does not cover losses arising from:</p> <ol style="list-style-type: none"> unexplained disappearances, unexplained or inventory shortages, clerical or accounting errors or shortage in supply to or from the location; theft by your employees and any member of your household (limited cover is provided under the additional benefit 'Fraud and dishonesty' on page 45); theft or attempted theft from any open-sided structure such as, but not limited to, verandahs or yards or other open spaces even if they are partially or fully enclosed. <p>Additional locations For full details, please refer to Additional benefits on page 62</p> <p>Death following assault We will pay this benefit if any person is injured while protecting property insured under the 'Theft' or 'Money' sections of this policy from theft and death results from the injury within 12 months.</p>	<p>We will pay up to the greater of \$5,000 or the limit for theft without violent and forcible entry specified in the Insurance Certificate.</p> <p>We will pay up to \$10,000 to the estate of the deceased person in reimbursement of funeral, burial and cremation expenses.</p>

Damage to your building, safe or strongroom

If **we** accept a claim:

1. under the '**Theft**' or '**Money**' section **we** will also contribute towards the cost of repairing damage to a building (other than glass breakage) **you** occupy at the **location** as a tenant and for which **you** are legally responsible under the terms of a lease. This Additional benefit only applies if the loss is not coverable under any other section of this **policy**, whether insured or not;
2. under the '**Money**' section **we** will also contribute towards the cost of opening a **safe or strongroom** or the cost of repairing or replacing any loss or damage to a **safe or strongroom** that was caused by theft or attempted theft.

Fraud and dishonesty

We will pay for theft consequent upon fraud or dishonesty by any of **your** employees. **We** do not cover:

1. theft in which any member of your household is involved as a principal or accessory;
2. any loss arising from the conduct of an **Employee** after You have knowledge of or information about any prior act of fraud or dishonesty by the Employee;
3. any loss arising from the conduct of an **Employee** outside **Australia**;
4. any loss where You are unable to identify which **Employee** is responsible;
5. any loss or part of a loss arising from the conduct of an **Employee**, where the proof of the loss, either as to its occurrence or as to its amount, is dependent upon an inventory Stock take or a profit and loss calculation;
6. fraud or dishonesty committed by Your Family; or
7. theft from any open space whether fenced or unfenced outside the walls of the building;
8. any loss that is discovered by **you** more than 45 days after its occurrence.

We will only pay under this Additional benefit if after discovering of the loss **you** take immediate and diligent action to recover the **money** or property.

You must make a police report in respect of the employees as soon as possible and cooperate fully with the police investigation.

We will not cover any claims under this Additional Benefit if You are insured under **Employee** Dishonesty Cover Section

Locks, keys and combinations

If **we** accept a claim:

1. under the '**Money**' section **we** will also cover the cost of replacing locks, keys or the combination used to lock **your safe or strongroom** which are damaged or copied;
2. under the '**Theft**' section **we** will also cover the cost of:
 - ♦ replacing locks, keys or combinations used in **your business**;
 - ♦ opening safes or strongrooms;
 - ♦ replacing or developing security film exposed because of the theft or attempted theft;
 - ♦ restoring the security system to its former functionality following a theft or attempted theft.

We will pay up to \$10,000 in total:

1. for damage to a building; and
2. towards the cost of opening a **safe or strongroom** or repairing/replacing any loss or damage to a **safe or strongroom**.

We will pay up to a total of \$5,000 during any one **period of insurance**.

We will pay up to \$10,000 any one event.

<p>Rewards</p> <p>With our prior approval, we will pay the reasonable cost of any reward paid by you to recover any property belonging to you, or for which you are responsible, that is lost or damaged. Provided the posting of the reward is economical in relation to the loss, we will not unreasonably withhold approval.</p> <p>Temporary protection and security guard</p> <p>If the building or security protection equipment installed at the location sustain damage during a theft or attempted theft of insured property or money, we will pay the costs reasonably and necessarily incurred for temporary protection or the employment of security guards to safeguard the location until the building or security protection equipment is repaired or replaced.</p>	<p>We will pay up to \$5,000 any one event but we will not cover accumulated reward costs where similar cover is provided under the 'Building and Contents' or 'Money' sections of this policy.</p> <p>We will pay up to \$25,000 any one event.</p>
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5. Optional benefit

These are Optional benefits that **you** can select when taking out **your** insurance and only apply if they are shown on **your Insurance Certificate**.

Optional benefit	Benefit limit
<p>Theft without violent and forcible entry</p> <p>We will extend cover to include theft of your building and contents (including stock) in the open air but within the boundaries of the location or contained in an unlocked building.</p>	<p>We will pay up to the sum insured shown on your Insurance Certificate for this Optional benefit.</p>

MONEY

1. What we cover

We will cover **you** for loss of or damage to **money** during the **period of insurance** when the **money** is lost or damaged as a result of any of the below listed events insured by **you**, up to the limits shown on **your Insurance Certificate**.

2. Listed events

Money in transit

Money in transit to or from **your business location** (or place of collection) while in **your** personal custody or the custody of persons authorised by **you**. **Money** in transit includes **money** contained in a night safe or automatic teller machine from the time **you** deposit the **money** until the time **your** financial provider ceases trading on its next full trading day.

Money in your building/s

Money in **your** building/s:

1. during **your** normal **business hours**;
2. outside **your** normal **business hours**;
3. at any time while contained in a locked safe, strongroom or ATM located in the building.

Money in private residence

Money contained in:

1. **your** home;
2. the home of a person authorised by **you**;

when it has been taken home (from **your business location** or place of collection) for safe keeping until the time that **your** financial service provider ceases trading on its next full trading day.

3. What we do not cover

In addition to the General Exclusions of the **policy** there is no cover under this section for loss or damage to **money**:

1. caused by shortages resulting from clerical or accounting errors, or loss due to errors in receiving or paying out;
2. not discovered within 10 working days of the occurrence;
3. due to dishonest acts of **your** directors, employees or any member of **your** family that resides with **you**;
4. carried by professional **money** carriers, professional carriers or common carriers;
5. from any unattended **vehicle**;

6. from any **safe or strongroom** opened by a key or by use of details of the combination which have been left at the **location** during non-**business hours**;
7. outside of **Australia**, other than the cover provided under the Additional benefit 'Traveller's **money**' (see page 48).

4. Additional benefit

The following additional benefits are included in the sum insured:

Additional benefit	Benefit limit
<p>Bank and public holidays</p> <p>The sums insured for any money cover selected by you will be increased for gazetted public and bank holidays, including adjoining weekends, and this increase will apply up until your bank's closing time on the next business day after such holiday. This benefit does not apply to damage to safes and strongrooms and/or any additional cover provided for seasonal increases.</p>	<p>We will pay up to the lesser of 100% of the sum insured for any money cover selected by you or \$75,000.</p>
<p>Counterfeit currency</p> <p>We will pay for losses sustained by you due to the acceptance in good faith of counterfeit Australian currency notes in exchange for merchandise, money or services.</p>	<p>We will pay up to \$500 in any one period of insurance.</p>
<p>Property of directors and employees</p> <p>If clothing or personal effects are lost or damaged during a theft of money, we will pay in addition to the sum insured the cost of repairing or replacing these items for which you are responsible.</p>	<p>We will pay up to \$5,000 for any one event. This Additional benefit does not provide cover directly to any director or employee.</p>
<p>Removal of debris</p> <p>We will pay the cost of removal of debris and of cleaning up any damage resulting from theft or attempted theft of property insured, including as a result of a forensic investigation by police following theft or attempted theft of property insured.</p>	<p>We will pay up to \$5,000 any one claim.</p> <p>Any cover provided under this additional benefit will not accumulate with any similar cover that may be given under the Theft section.</p>
<p>Seasonal increase in cover</p> <p>For full details please refer to Additional benefits on page 62</p>	
<p>Traveller's money</p> <p>Cover under this section is extended to include loss of money belonging to you, occurring while the money is in your personal custody, or in the custody of your employees. This cover only applies to loss of money which occurs while travelling outside Australia in connection with your business.</p>	<p>We will pay up to the lesser of \$10,000 or the amount shown on your Insurance Certificate for 'Money in transit'.</p>

5. Additional benefits for Money section

Any cover provided under these additional benefits will not accumulate with any similar cover that may be given under the Theft section:

Additional benefit	Benefit limit
<p>Additional locations For full details, please refer to Additional benefits on page 62.</p>	
<p>Death following assault We will pay this benefit if any person is injured while protecting property insured under the 'Theft' or 'Money' sections of this policy from theft and death results from the injury within 12 months.</p>	<p>We will pay up to \$10,000 to the estate of the deceased person in reimbursement of funeral, burial and cremation expenses.</p>
<p>Damage to your building, safe or strongroom If we accept a claim:</p> <ol style="list-style-type: none"> under the 'Theft' or 'Money' section we will also contribute towards the cost of repairing damage to a building (other than glass breakage) you occupy at the location as a tenant and for which you are legally responsible under the terms of a lease. This Additional benefit only applies if the loss is not coverable under any other section of this policy, whether insured or not; under the 'Money' section we will also contribute towards the cost of opening a safe or strongroom or the cost of repairing or replacing any loss or damage to a safe or strongroom that was caused by theft or attempted theft. 	<p>We will pay up to \$10,000 in total:</p> <ol style="list-style-type: none"> for damage to a building; and towards the cost of opening a safe or strongroom or repairing/replacing any loss or damage to a safe or strongroom.
<p>Fraud and dishonesty We will pay for theft consequent upon fraud or dishonesty by any of your employees. We do not cover:</p> <ol style="list-style-type: none"> theft in which any member of your household is involved as a principal or accessory; any loss arising from the conduct of an Employee after You have knowledge of or information about any prior act of fraud or dishonesty by the Employee; any loss arising from the conduct of an Employee outside Australia; any loss where You are unable to identify which Employee is responsible; any loss or part of a loss arising from the conduct of an Employee, where the proof of the loss, either as to its occurrence or as to its amount, is dependent upon an inventory Stock take or a profit and loss calculation; or fraud or dishonesty committed by Your Family. <p>We will only pay under this Additional benefit if after discovering of the loss you take immediate and diligent action to recover the money or property.</p> <p>You must make a police report in respect of the employees as soon as possible and cooperate fully with the police investigation.</p> <p>We will not cover any claims under this Additional Benefit if You are insured under Employee Dishonesty Cover Section.</p>	<p>We will pay up to a total of \$5,000 during any one period of insurance.</p>

<p>Locks, keys and combinations</p> <p>If we accept a claim:</p> <ol style="list-style-type: none"> 1. under the 'Money' section we will also cover the cost of replacing locks, keys or the combination used to lock your safe or strongroom which are damaged or copied; 2. under the 'Theft' section we will also cover the cost of: <ul style="list-style-type: none"> ◆ replacing locks, keys or combinations used in your business; ◆ opening safes or strongrooms; ◆ replacing or developing security film exposed because of the theft or attempted theft; ◆ restoring the security system to its former functionality following a theft or attempted theft. 	<p>We will pay up to \$10,000 any one event.</p>
<p>Rewards</p> <p>With our prior approval, we will pay the reasonable cost of any reward paid by you to recover any property belonging to you, or for which you are responsible, that is lost or damaged. Provided the posting of the reward is economical in relation to the loss, we will not unreasonably withhold approval.</p>	<p>We will pay up to \$5,000 any one event but we will not cover accumulated reward costs where similar cover is provided under the 'Building and Contents' or 'Money' sections of this policy.</p>
<p>Temporary protection and security guard</p> <p>If the building or security protection equipment installed at the location sustain damage during a theft or attempted theft of insured property or money, we will pay the costs reasonably and necessarily incurred for temporary protection or the employment of security guards to safeguard the location until the building or security protection equipment is repaired or replaced.</p>	<p>We will pay up to \$25,000 any one event.</p>

EMPLOYEE DISHONESTY

When **you** take out this section, **we** will delete item 3 of 'What **we** do not cover' of the '**Money**' section along with the additional benefit for "Fraud and dishonesty" detailed on page 45 of the **policy** wording.

1. Words with special meaning in this section

employee means any person employed by **you** under a contract of service or apprenticeship, but does not include:

1. any director, partner, trustee or principal except when performing acts within the scope of the usual duties of an employee;
2. any broker, factor, commission agent, consignee, contractor or other agent of the same general character.

2. What we cover

We will pay **you** for loss of **money** or contents (as defined in the '**Theft**' section of this **policy**) caused by theft, fraud or dishonesty by any of **your** employees provided that the loss:

1. occurs during the **period of insurance**;
2. has been carried out by an employee or employees who can be identified;
3. is discovered no later than 12 months after expiry of the **period of insurance** or the termination of employment of the employee, whichever occurs first;
4. is reported to the police for investigation.

The maximum amount **we** will pay for all claims during the **period of insurance** is the amount specified on the **Insurance Certificate**.

We will accept as proof of loss a certified statement from **your** auditors or accountants that shows the value of the property that is lost.

3. Additional benefits

The following Additional benefits are provided in addition to the sum insured.

Unidentified employees

If a loss is alleged to have occurred as the result of the fraud or dishonesty of any one or more of **your** employees and **you** are unable to positively identify them, **we** will pay for the loss provided that **you** are able to provide evidence at **your** expense that the loss was due to the fraud or dishonesty of one or more employees.

Retroactive cover

The insurance provided under this section also applies to any loss by fraud or dishonesty committed during the currency of any previous **policy** provided that:

1. the discovery period in that previous **policy** has expired;
2. the fraud or dishonesty is discovered within:
 - ♦ the period of this **policy**; or
 - ♦ 12 months of the termination of this **policy** or 12 months after termination of the employment of the employee concerned, whichever occurs first;
3. the cover **we** provide will fall within and not be in addition to the sum insured shown for this section in the current **Insurance Certificate**;
4. **we** will not be liable for any loss arising from an act of fraud or dishonesty committed more than 12 months before the inception of this section of the **policy**.

4. What we do not cover

In addition to the General Exclusions of the **policy**, **we** will not pay for any loss of **money** or contents:

1. resulting from any further act of fraud or dishonesty after **you** first discover that the employee has been previously engaged in provable dishonest conduct or has previous convictions for dishonest acts;
2. if the only proof of loss is shortage revealed by accounting records or a stock-take of inventory;
3. discovered more than 12 months after the **period of insurance** has expired or more than 12 months after the termination of employment of the employee concerned;
4. that is not reported to **us** within 21 days of the discovery of any act of fraud or dishonesty on the part of any employee or any other matter in respect of which a claim may arise;
5. beyond the limit of cover stated in this optional benefit in respect of any one employee and all employees, even if the dishonest conduct continued during more than one **period of insurance**.

TAXATION AUDIT COSTS

When **you** take out this section, **we** will delete the limited Additional benefit headed 'Taxation Audit' within the '**Building and Contents**' section on page 21 of the **policy** wording.

1. Words with special meaning in this section

costs mean professional fees paid to accountants or registered tax agents, who are not **your** employees, for

work undertaken in connection with the audit or investigation.

2. What we cover

We will cover the reasonable and necessary costs **you** incur in responding to an audit or investigation by a federal or state Commissioner of Taxation relating to **your** liability to pay income tax, fringe benefits tax, capital gains tax, wholesale and sales tax, payroll tax, goods and services tax or superannuation contributions tax in respect of **your business**. This cover only applies to an audit or investigation first notified to **you** during the **period of insurance** and **we** will only pay costs up to the amount specified on the **Insurance Certificate**.

3. What we do not cover

In addition to the General Exclusions of the **policy**, there is no cover under this section and **we** will not be liable:

1. for the imposition of any tax, fines, penalties, court costs, penalty tax or interest;
2. for costs incurred after completion of the audit or investigation;
3. where any proceedings were initiated, threatened or started prior to the commencement of the **period of insurance**;
4. arising from **your** improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by a state or federal Commissioner of Taxation for the production of documents or the supply of information. A refusal or failure to comply with a request will not be deemed improper, unwarranted or unjustified if **you** refuse or fail to comply upon the advice of **your** accountant or tax agent;
5. for costs from audits or investigations under customs legislation;
6. for costs from audits or investigations of income received or earned, or where the source of income is, outside of **Australia** or where the services giving rise to the claim are performed by persons or entities ordinarily resident outside **Australia**;
7. arising out of any fraud or fraudulent act or omission committed by **you** or on **your** behalf;
8. arising from audits or investigations which result in **you**, or any person acting on **your** behalf, becoming aware of any error or deficiency in any return of income or other documentation supplied to a state or federal Commissioner of Taxation and failing to notify the Commissioner of Taxation without delay.

4. Special conditions

You must lodge taxation and other returns within the time limits applicable to those returns as prescribed by statute or through extension of time granted by a Commissioner of Taxation. **You** must make full and

complete disclosure of all assessable income (including capital gains), as required by any relevant legislation. In the event of a claim arising:

1. **you** must at all times keep **us** fully and continually informed of all material developments in relation to the claim and in relation to any audit or investigation;
2. **you** must take all necessary and reasonable steps to minimise any delays and the amount of any costs incurred or likely to be incurred in connection with any audit;
3. **we** or **our** duly appointed agent may undertake **our** own investigation into any matter which is or may be the subject of a claim; and
4. **you** must ensure that **your** accountant, registered tax agent and/or solicitor cooperates with **us** and where necessary, assists **us** in relation to any claim and assists **us** with any matter **we** may reasonably pursue with the Commissioner of Taxation which is or may be the subject of a claim.

GLASS

1. Words with special meaning in this section

breakage of glass and **broken glass** means a fracture extending through the entire thickness of the glass or basin.

external glass means fixed glass in external windows, doors, showcases, skylights.

internal glass means glass in internal partitions, windows and doors, refrigerating cabinets, counters, shelving, interior showcases, fixed mirrors and other fixed internal glass including urinals, toilet pans and hand basins.

2. What we cover

We will cover **you**, for accidental breakage of fixed external glass and internal glass as shown on **your Insurance Certificate** at the **location** belonging to **you** or for which **you** are legally responsible.

3. Additional benefits

The following Additional benefits are provided in addition to the sum insured.

External Glass

In the event of accidental breakage of glass, **we** will also pay the greater of \$10,000 or the amount shown on **your Insurance Certificate** for:

1. the cost of temporary shuttering, boarding up or other security protection necessary, pending replacement of the broken glass;

2. damage to door frames, or other window frames accidentally or maliciously damaged;
3. damage to sign writing, ornamentation, reflective materials or burglar alarm tapes and connections;
4. damage caused by external violence to window/door frames and tiled shop fronts;
5. malicious damage to the glass where the building is leased and **you** are not entitled to be reimbursed by the lessor in the event of the malicious damage.

Damage or Spoilage of Stock

We will pay for damage or spoilage of stock caused by the breakage of glass where the breakage results in a claim under this section, up to \$10,000.

Signs

We will also pay up to \$10,000 for damage to electrically illuminated signs including those made of Perspex or plastic.

Malicious damage

We will pay for malicious damage to external glass where there has been no breakage of the glass.

4. What we do not cover

In addition to the General Exclusions of the **policy**, under these sections **we** do not cover:

1. breakage of glass, sanitary ware or sinks during their installation, removal or when work is being performed on them, their framework or other fittings;
2. damage to glass when the premises becomes unattended and remains so for any period of more than 60 consecutive days, unless **we** have consented to the unoccupancy in writing;
3. damage to:
 - ◆ tubing or light fittings;
 - ◆ existing cracked or imperfect glass;
 - ◆ glass caused by artificial heat;
 - ◆ glass not fit for the purpose intended;
 - ◆ glass which is stock;
 - ◆ glass damaged in transit;
 - ◆ glass which forms part of any glass house, conservatory, television screen or other visual display unit.

GENERAL PROPERTY

1. Words with special meaning in this section

building means that part of a permanent and fixed structure with a roof and walls which is capable of fully enclosing an area under the roof when all external doors and windows are closed, but does not include any yard or other open space, or any veranda, pergola, carport or other open sided structure which cannot be fully enclosed by the use of doors and/or windows.

indemnity value means the cost 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.

insured items mean specified items and unspecified items which are shown on **your Insurance Certificate** under the 'General Property' section.

unspecified items mean general property items up to a value of \$2,500, excluding:

1. mobile plant;
2. photographic or video equipment;
3. mobile communication equipment, including telephones and radios;
4. sporting equipment;
5. electronic equipment, including computers, diaries, GPS units;
6. stock;
7. customers property;
8. **vehicles**, trailers, **aircraft** or **watercraft**;
9. accessories, spare parts or tools of any of the items described above.

specified items means items individually described, identified, and listed on **your Insurance Certificate** with a specific sum insured.

insured loss means physical loss or damage arising from a sudden and unforeseen accident.

2. What we cover

You have the option of selecting **our** Comprehensive Cover or Restricted cover for **your** general property items. If **you** have selected Restricted Cover it will be shown on **your Insurance Certificate**.

Comprehensive cover

We will cover **you** for insured loss to any insured items anywhere in **Australia** up to the sum insured shown on **your Insurance Certificate** that occurs during the **period of insurance**.

Restricted cover

If Restricted cover is shown on **your Insurance Certificate**, **we** will cover insured loss to any insured items that occurs during the **period of insurance** and is caused by:

1. fire, storm, water, explosion, impact by a **vehicle**;
2. earthquake, **aircraft** impact, malicious damage;
3. collision or overturning of the conveying **vehicle**;
4. theft following visible, forcible and violent entry to locked **vehicles**, including locked toolboxes securely attached to the **vehicle**, or locked buildings; and
5. theft of equipment securely attached to a **vehicle** through the use of locks or padlocks, which results in visible damage to the securing devices.

3. What we do not cover

In addition to the General Exclusions of the **policy**, under this section **we** do not cover:

1. loss or damage to any sporting equipment whilst in use;
2. any **consequential loss** or damage;
3. loss or damage to insured items caused directly or indirectly by:
 - ♦ cracking, scratching, marring or breakage of glass or fragile items or surfaces unless as a consequence of an insured loss;
 - ♦ moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defects, loss of weight, change in flavour texture or finish, smut or smoke from industrial operations (other than sudden and unforeseen damage resulting therefrom);
 - ♦ any process of heating, drying, cleaning, dyeing or alteration to any insured item;
 - ♦ the action of light or atmospheric conditions or gradually developing conditions, wear and tear and/or depreciation;
 - ♦ dishonesty or trickery by **you** or others to whom any insured item may be delivered, entrusted, loaned or rented;
 - ♦ theft by employees;
 - ♦ unexplained inventory shortage;
 - ♦ faulty materials or workmanship;
 - ♦ mechanical, electronic or electrical breakdown unless as a consequence of an insured loss.

4. How we will pay your claim

We will, following collaboration with **you**, at **our** option either:

1. repair the item to a condition equal to its condition when new; or
2. replace the item with an item of equal output or capacity.

If the item cannot be replaced or repaired, or it is not reasonably practicable to do so, **we** will not pay more than the indemnity value of the item. **We** will not be responsible for the cost of any alterations, improvements, or overhauls carried out during the repair or replacement resulting from any insured loss. Cover under this section is limited to the sum insured shown on **your Insurance Certificate** for this section.

MACHINERY BREAKDOWN

1. Words with special meaning in this section

breakdown means unforeseen and sudden physical damage to **machinery** from any cause not excluded which requires repair or replacement to enable normal working to continue.

cold chamber means any insulated refrigeration or freezer or any room, container or vat that is refrigerated by **machinery**.

insured damage means sudden and unforeseen physical loss or damage to an insured item which occurs during the **period of insurance** and requires immediate repair or replacement to allow continuation of use.

machinery means the items described on the **Insurance Certificate** under the '**Machinery Breakdown**' section, other than computers printers, or other electronic equipment or componentry.

2. What we cover

If any item or items of **machinery**, or any part of a machine referred to on **your Insurance Certificate**, suffers insured damage during the **period of insurance**, **we** will indemnify **you** in respect of that loss or damage as provided in part 6 of this section headed 'How **we** pay **your** claim'.

3. What we do not cover

In addition to the General Exclusions of the **policy**, the cover under this entire section does not apply to any loss or damage caused by or arising from:

1. fire, smoke, soot, or chemical explosion (other than an explosion
2. of flue gas in boilers);
3. extinguishing a fire including subsequent demolition or repair work;
4. lightning;
5. impact of land borne **vehicles**, **aircraft** or **watercraft**;

6. earthquake, subterranean fire or volcanic eruption;
7. landslip or subsidence;
8. storm, wind, water or **flood**;
9. water escaping, discharged or leaking from any source which is external to the **machinery** insured;
10. theft or burglary;
11. intentional or malicious damage;
12. the carrying out of tests involving abnormal stresses including overloading of any insured item;
13. turbine pumps or helical rotor pumps unless shown on **your Insurance Certificate**;
14. consequential loss as a result of the breakdown of **machinery** unless the optional benefit has been taken and is shown on **your Insurance Certificate**

We do not cover the cost of:

1. replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, TX valves, cutting blades, crushing surfaces, glass or porcelain, ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media;
2. replacement of component parts worn through normal operation of the **machinery**;
3. adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment;
4. replacement of refractory or brickwork forming part of an insured item unless necessary as part of rectification of insured damage not otherwise excluded under this section;
5. repairs to piping and other ancillary systems due to cracking of pipe work;
6. maintenance work carried out on the **machinery**;
7. alteration, additions, improvements or overhauls;
8. modification or alteration of insured **machinery** which has suffered insured damage to enable it to operate with a more ozone friendly refrigerant gas as required by regulatory bodies;
9. replacement or repair, caused by gradual deterioration;
10. replacement of lighting equipment, reticulating electrical wiring, reticulating liquid and gas piping and ducting;
11. damage caused to insured **machinery** caused by any hydraulic testing;
12. repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections;
13. damage caused by the movement of foundations, masonry or brick work;
14. removal or installation of underground pumps and well casings unless specifically noted on the **Insurance Certificate**.

4. Additional benefits

The following additional benefits are provided in addition to the sum insured if **Machinery Breakdown** cover is provided. Please refer to **your Insurance Certificate**.

Additional benefits	Benefit limit
<p>Additional fees The cost of consulting engineer's fees (excluding fees for preparing a claim) necessarily incurred with our written consent, in the reinstatement of plant and machinery.</p>	<p>We will pay up to \$5,000.</p>
<p>Cover for additional machinery If you hire or purchase and commission at your premises any items similar to items already insured which increases the total sum insured under this cover section, we will consider these items to be added to the insurance by this cover section, giving the same cover as for similar items already insured, provided that:</p> <ol style="list-style-type: none"> cover for the additional items shall not exceed 20% above the total sum insured for items already insured and noted under this cover section; and you give us written notice within 90 days of the hire or purchase and commissioning of the item(s) and pay the appropriate extra premium which will be calculated based on our standard underwriting procedures at the time of your request, which may be at a higher rate than the rate at which your premium was originally calculated. 	<p>Section limits and excesses will remain the same for the additions.</p>
<p>Hazardous Substances If a hazardous substance is involved in or released by a breakdown of the machinery, we will cover you for the increase in cost to repair, replace, clean up or dispose of damaged property.</p>	<p>We will pay up to \$25,000 for each claim.</p>
<p>Inflation protection The declared value of machinery items will be increased at the time of loss according to the Consumer Price Index by the proportion which the number of days since the commencement of the policy period bears to the period of insurance.</p>	

5. How we pay your claim

We will, following collaboration with **you**, pay the cost to repair or replace the damaged **machinery**. **We** will also pay the cost of:

1. dismantling, re-erection of **machinery** and/or **machinery** parts and removal of debris;
2. replacement of refrigerant, or lubricating or insulating oil lost from an insured item as a direct result of insured damage;
3. charges for overtime and work on public holidays where necessarily and reasonably incurred;
4. freight within **Australia** by any recognised scheduled services;
5. overseas air freight by any recognised scheduled service;
6. overseas labour;
7. temporary repairs and/or hire of a temporary replacement item during the time taken to repair damage to any **machinery** or cold chamber; and
8. any customs duties or dues.

The maximum **we** will pay for items 3,4,5,6 and 7 is 50% of the normal cost of repair payable under this section, payable in addition to the applicable sum insured.

Our maximum liability inclusive of additional costs relating to items 1, 2 and 8 will be subject to the applicable sum insured not otherwise exhausted shown on **your Insurance Certificate**.

Where the necessary replacement parts are unavailable, **we** will not pay more than the cost of similar parts which are available at the time. If similar parts are unavailable, **we** will not pay more than the price noted on the manufacturer's or suppliers' latest list price.

Where component's or manufacturer's specifications are no longer available due to obsolescence, **we** will replace this with components which return the **machinery** to giving at least the same total function, capability or output as prior to the breakdown. Where **we** are unable to replace components, **we** will pay **you** the indemnity value of the whole item but not more than the sum insured stated in the **Insurance Certificate**.

6. Optional benefit

Deterioration of stock in cold chambers

If **you** have purchased this Optional benefit it will be noted on **your Insurance Certificate**. **We** will cover **you** up to the sum insured for loss of or damage to the contents as shown on **your Insurance Certificate** whilst contained in the cold chambers cooled by the insured items nominated in the **Insurance Certificate** and caused by deterioration or putrefaction as a result of:

1. breakdown of **machinery**;

2. sudden and unforeseen failure of the public or private power supply;
3. operation of or failure to operate, controls or protective devices within the refrigeration **machinery**, other than manual operation or manual setting of controls or protective devices;
4. contamination of the stored stock by the accidental escape of refrigerant into the cold chamber;
5. sudden leakage of refrigerant from the refrigeration **machinery**.

Seasonal increase in stock in cold chambers

Please refer to Additional benefits on page 61.

How we will pay your claim for deterioration of stock in cold chambers

We will pay the cost of replacement of the lost or damaged stock calculated at its value immediately prior to the loss or damage up to the limits shown on **your Insurance Certificate**.

What we do not cover in relation to deterioration of stock cover

In addition to the exclusions stated in Section 3 above 'What **we** do not cover' **we** also do not cover loss or damage:

1. due to shrinkage, inherent defects or diseases;
2. caused by improper storage, collapse of the packing material or storage structure;
3. following loss of private or public power supply due to:
 - ♦ the decision by any private or public power supply authority to restrict or withhold supply;
 - ♦ shortage of power generation fuel or water;
4. to embryos or semen;
5. to any living animal, plant, fungus or organism.

7. Additional conditions applicable to this section

The following conditions apply to this section in addition to the 'General conditions that apply to every section of the **policy**'.

Minimising your loss

Where there is an occurrence which may give rise to a claim under this section, **you** must:

- ♦ take all reasonable steps to minimise the extent of the loss; and

- ◆ preserve any damaged or defective **machinery** or items and make them available to **us** for inspection.

If **you** do not **we** may refuse or reduce any claim payment to **you**.

Damaged machinery

Our liability will cease for any **machinery** which has sustained loss or damage and is operated without having been repaired in a manner consistent with the generally accepted rules of engineering practice and/or the manufacturer's specifications.

ELECTRONIC EQUIPMENT

1. Words with special meaning in this section

breakdown means sudden and unexpected electronic, electrical or mechanical failure of electronic equipment, arising from internal defects causing sudden stoppage, which requires repair or replacement to enable normal operation to continue.

electronic data media means the discs or tapes used in the computer to store the **electronic data**.

electronic equipment means the electronic equipment listed on the **Insurance Certificate** and any similar equipment hired or leased by **you** for which **you** are legally responsible.

2. Types of cover

You can select the following types of cover:

1. breakdown;
2. restoration of **electronic data**;
3. additional increased cost of working.

Your Insurance Certificate shows the covers **you** have selected.

3. Special conditions

In addition to the 'General conditions that apply to every section of the **policy**', the following special conditions apply to the cover under this section.

Loss minimisation

Where there is an occurrence which may give rise to a claim under this section, **you** must:

1. take all reasonable steps to minimise the extent of the loss; and
2. preserve any damaged or defective electronic equipment and/or **electronic data** and make them available to **us** for inspection.

If **you** do not **we** may refuse or reduce any claim payment to **you**.

Damaged equipment

Our liability will cease for any electronic equipment which has sustained damage and is operated without having been repaired in a manner consistent with the generally accepted rules of engineering practice and/or manufacturers specifications.

Newly installed items

At the end of each **period of insurance** **you** will furnish **us** with details of any newly installed or deleted items of electronic equipment during the **period of insurance**. If **you** have installed new items of electronic equipment during the **period of insurance**, which replace items of electronic equipment **you** have sold or disposed of during that period, **we** will cover the replacement electronic equipment up to the sum insured shown on **your Insurance Certificate**.

4. Breakdown

What we cover

We will cover **you** for the cost to repair or replace **your** electronic equipment to its former state caused by breakdown occurring during the **period of insurance**, provided **you** have selected this cover and it is shown on **your Insurance Certificate**.

How we will pay your claim

We will pay the cost of replacement or repairs necessary to return the electronic equipment to its former state of operation, including:

1. cost of dismantling, re-erection of electronic equipment and removal of debris;
2. charges for overtime and work on public holidays where necessarily and reasonably incurred;
3. express freight within **Australia** by any recognised freight service;
4. overseas air freight by any recognised scheduled service;
5. overseas labour;
6. the cost of temporary repairs and/or hire of a replacement item during the time taken to repair damage to any insured item; and
7. any customs duties and dues.

Our liability inclusive of these additional costs will not exceed the sum insured shown on **your Insurance Certificate**. The value of any salvage will be subtracted from the amount payable.

Inflation protection

The declared value of electronic items will be increased at the time of loss according to the Consumer Price Index by the proportion which the number of days since the commencement of the **policy** period bears to the **period of insurance**.

Additional fees

We will pay the cost of consulting engineer's fees (excluding fees for preparation of a claim) necessarily incurred with **our** written consent, in the reinstatement of electronic equipment. If **your** sum insured is exhausted, **we** will pay up to an additional \$5,000.

What we do not cover

In addition to the General Exclusions of the **policy**, under this section **we** will not pay for:

1. damage to **electronic data** unless **you** have insured computers and selected cover for 'Restoration of **electronic data**' and they are noted on **your Insurance Certificate**;
2. damage caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to or malfunction of air conditioning equipment;
3. the cost of:
 - ♦ replacement of expendable items such as batteries, valves, x-ray and picture tubes, belts, chains, tapes, cards, ribbons, filters, tubes, electric heating elements or electrical contacts;
 - ♦ replacement of component parts worn through normal use or operation;
4. unless necessary as part of the rectification of insured damage not otherwise excluded under this section;
5. damage which is covered under the '**Building and Contents**' section of the **policy**;
6. maintenance work;
7. alterations, additions, improvements or overhauls;
8. replacement or repair following gradual deterioration;
9. temporary repairs unless they constitute part of the final repairs and do not increase the total repair costs;
10. repairs of scratches to painted or polished surfaces;
11. any loss where **you** are entitled to recover the costs of labour or parts under a maintenance agreement, warranty, guarantee or indemnity in **your** favour by the manufacturer of the relevant insured item or any other person.

We will also not pay for loss or damage caused by or arising from:

1. computer viruses or other disruptive programming techniques, and/or the failure of any program or system to deal with information related to any date or date change;
2. fire, smoke or soot;
3. extinguishing a fire including subsequent demolition or repair work;
4. lightning;
5. explosion (other than explosion of flue gas in boilers);
6. impact of land borne **vehicles, aircraft or watercraft**;
7. earthquake, subterranean fire or volcanic eruption;
8. landslide or subsidence;
9. storm, wind, water or **flood**;
10. water escaping, discharged or leaking from any source which is external to the electronic equipment insured;
11. theft or attempted theft;
12. intentional or malicious damage;
13. consequential loss of any kind or description whatsoever unless **your Insurance Certificate** shows that **you** have taken out cover under this section for 'Additional increased cost of working'.

5. Electronic data and electronic data media

What we cover

We will cover **you** for the cost to replace or reconstruct **your electronic data** and **electronic data** media that has been lost or damaged as a result of a breakdown to electronic equipment which occurs during the **period of insurance**, provided that **you** have selected this cover and it is shown on **your** current **Insurance Certificate**.

How we will pay your Electronic data and electronic data media claim

We will pay up to the sum insured shown on **your Insurance Certificate** for:

1. the cost of replacement of lost or damaged **electronic data** and **electronic data** media;
2. expenses which can be proved to have been incurred solely by **you** for the purpose of restoring the **electronic data**. Lost **electronic data** may be reproduced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form of that **electronic data**;

provided that:

1. **we** will only be liable for costs and expenses incurred within a period of 12 months following the insured damage;

2. this cover only applies while the insured **electronic data** and **electronic data** media is at the insured **location**.

What we do not cover

We do not cover any:

1. loss or distortion caused by computer virus, cyber act or cyber incident.
2. failure of any **electronic data** or electronic equipment to correctly process or deal with information related to any date or date change;
3. loss or damage caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to air-conditioning equipment;
4. consequential loss of any kind or description whatsoever, unless the optional benefit has been taken and is shown on **your Insurance Certificate**;
5. work undertaken without **our** approval other than for minor or provisional repairs. There is no cover for restoration of **electronic data** which arises from the operation of electronic equipment that has not been satisfactorily repaired following insured damage;
6. the cost of restoring **electronic data** unless the data has been backed up on alternative disks or tapes and stored off-site in the 30 days prior to the occurrence causing the loss.
7. The value of, or any amount pertaining to the value of, such data.

6. Additional increased cost of working

What we cover

We will cover the reasonable and necessary additional costs incurred by **you** to prevent a reduction in **your** turnover as a result of an electronic equipment breakdown during the **period of insurance**.

We will also cover these incurred costs for a period of 60 days after the **period of insurance** however **our** total liability for these costs is restricted to the sum insured shown on **your Insurance Certificate**.

How we will pay your claim for Additional increased cost of working

1. **We** will pay the additional expenditure incurred over and above the normal expenses which would have been incurred by **you** for the operation of **your** insured equipment by the use of substitute equipment to maintain normal **business** operations during the interruption. **Our** maximum payment will be restricted to the sum insured shown on **your Insurance Certificate**, less the applicable **excess** and includes:
 - ♦ the actual hire charges incurred for the rental of substitute equipment;

- ♦ the cost of additional personnel and transport expenses incurred with the use of the substitute equipment;
2. The indemnity period shown on **your Insurance Certificate** under this section and the time **excess** noted below under 'What **we** do not cover', will commence from the date on which **you** begin to use the substitute insured equipment;
 3. **We** will not be liable for loss, damage or costs incurred by **you** during the time **excess**.

What we do not cover

We will not pay for:

1. additional costs incurred during the first 48 hours following breakdown;
2. the costs incurred during interruption due to the carrying out of alterations, additions, cleaning, adjustment or improvements to the electronic equipment;
3. additional costs incurred where the interruption period is increased beyond 4 weeks due to delay in the repair or replacement of items manufactured outside **Australia** if the delay results from:
 - ♦ measures, restrictions or regulations imposed by any government or public or local authority;
 - ♦ the time required to procure replacement parts or complete items in overseas markets;
 - ♦ the time required to transport or ship component parts or complete items between the **location** and any overseas place of repair or replacement;
 - ♦ the time required to engage and transport overseas specialists or consultants to assist in or supervise local repairs.

9. theft by or in collusion with any of **your** employees;
10. electrical or mechanical derangement unless damage is visible to the exterior of the machine

GOODS IN TRANSIT

1. What we cover

We will cover **you** for loss or damage to **your** property in transit during the **period of insurance** up to the limit shown on **your Insurance Certificate**, caused by one of the Insured events listed below, while **your** property is in transit by road **vehicle** owned or operated by **you** anywhere in **Australia**.

2. Insured events

1. Collision or overturning of the conveying **vehicle**;
2. Fire, lightning, explosion, storm, wind, water, **flood**, earthquake, impact, malicious damage and vandalism;
3. Theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of a **vehicle** and/or trailer or the building in which the conveying **vehicle** and/or trailer is being garaged;
4. Theft of items securely attached to a **vehicle** by locks or other securing device, which is evidenced by damage to those locks or securing devices.

3. How we will pay your claim

In the event of a claim, the value of goods lost or damaged will be taken as:

1. for goods **you** have sold – **your** invoice value;
2. for goods **you** have purchased – the purchase price as shown on the invoice;
3. all other goods including plant transfers – **market value**.

4. What we do not cover

In addition to the General Exclusions of the **policy**, **we** will not cover **you** for loss of or damage to, or as a result of:

1. depreciation or deterioration;
2. **money** or negotiable documents;
3. jewellery, watches, furs, antiques, paintings, works of art, precious metals, precious stones or articles composed of any of them;
4. explosives, petroleum products in bulk or gas in bulk;
5. livestock;
6. delay, loss of market or consequential loss of any kind;
7. collision or contact by the conveying **vehicle** with the kerb or uneven road surface;
8. cigarettes, tobacco, wines, spirits or other alcoholic beverages unless shown on **your Insurance Certificate**;

Additional benefits that apply to the Building and Contents, Theft, Money and Machinery Breakdown sections of this policy The following additional benefits are provided in addition to the sum insured	Limits
<p>Seasonal increase in cover</p> <p>When you insure under any of the 'Building and Contents', 'Theft', 'Money' and 'Machinery Breakdown – Deterioration of stock in cold chambers' sections of this policy, we will increase the amount of cover provided for up to 90 days in total during any one period of insurance.</p> <p>You do not have to tell us what the dates of the periods are, but if you claim under a cover section which has the seasonal increase cover, then your financial records over at least the previous 2 years must substantiate the period as having turnover, sales or levels of stock at least 20% higher than the average turnover, sales or level of stock at other times during the period of insurance.</p> <p>If your business is less than 2 years old, we will use the financial records of your business from the date of commencement until the date of the loss or damage to substantiate your claim.</p> <p>You can nominate different seasonal increase period(s) or higher percentage increases of turnover, sales or levels of stock. If you do, they will be shown in the Insurance Certificate and you must pay any additional premium that applies.</p>	<p>During these periods the cover will be increased:</p> <ul style="list-style-type: none"> ◆ by the lesser of 50% of its value or \$75,000 for stock insured under the 'Building and Contents' sections; ◆ by 50% of its value for stock insured under the 'Theft' section or the 'Machinery Breakdown – Deterioration of stock' section; ◆ by 50% of the sum insured for any money cover selected by you under the 'Money' section. <p>As your stock is included in the contents sum insured on the Insurance Certificate for the 'Building and contents' and 'Theft' sections of the policy these increases will only be applied to the portion of the sum insured that relates to your stock.</p>
<p>Additional locations</p> <p>Provisional cover is extended to include all business locations within Australia that become yours after the commencement of the period of insurance however the cover is limited to locations used for the business described on your Insurance Certificate and the property insured as described on your Insurance Certificate.</p> <p>This cover is provided for 30 days for the 'Building and Contents' and 'Theft' section and 30 days for the, 'Money' and 'Machinery Breakdown' cover sections from the time the location is first used by you (unless the period of insurance ends sooner or the location ceases to be yours, whichever occurs first).</p> <p>Full details of the additional location are to be supplied to us within:</p> <ul style="list-style-type: none"> ◆ 30 days for 'Building and Contents' and 'Theft' cover; and ◆ 30 days for 'Money' and 'Machinery Breakdown' cover; <p>following your commencement of the use of the location. We may not continue to provide cover beyond the days noted however if we agree to include the additional location, we may require an additional premium before we will provide cover. The extra premium will be calculated based on our standard underwriting procedures at the time of your request, which may be at a higher rate than the rate at which your premium was originally calculated.</p>	<p>We will pay up to 50% of the highest sum insured for 'Building and Contents', 'Machinery Breakdown', 'Theft' and 20% of the highest sum insured for 'Money' as shown on your Insurance Certificate.</p>

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