

Retail Services Policy

Tailored Insurance for Retail Services

Product Disclosure Statement and Policy Wording



Retail Services Policy

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Welcome to Vero Enterprise

Vero Insurance Limited ABN 48 005 297 807 is one of Australia's largest intermediated general insurance companies and is a member of the Suncorp Group of companies.

Vero offers tailored solutions and superior claims management to its large range of customers, with insurance products in property, small business, commercial motor, professional indemnity, construction and engineering, liability, travel, aviation, marine and personal insurance.

With a strong network of brokers, agents and corporate partners, Vero is Suncorp's primary intermediated Commercial Insurance brand nationally. Our specialist knowledge, combined with the scope of the Suncorp Group, ensures Vero is a powerful brand in today's competitive insurance market.

Vero Enterprise is a division of Vero Insurance Limited. Vero Enterprise provides small business owners with insurance packages that offer a range of covers especially for the retailing industry.

Vero Enterprise policies are written in plain English. We aim to keep all your dealings with Vero Enterprise simple and straightforward.

About this Product Disclosure Statement and Policy Wording

We are required to give you a Product Disclosure Statement (PDS) if you are insuring **vehicles** (not exceeding 2 tonnes) under policy section 10 or a **home building** under policy sections 1A, 1B or 1C and you are:

- ▼ an individual; or
- ▼ a small business, having:
 - ▼ in the case of a non-manufacturing business, less than 20 employees; or
 - ▼ in the case of a manufacturing business, less than 100 employees.

This PDS and Policy Wording consists of 4 parts:

- Part 1: A Policy Summary. You can use this summary, together with your insurance adviser, to decide which sections you need for your business.
- Part 2: Important Information. This section includes information about your rights and responsibilities and the General Insurance Code of Practice and how to contact us if you have a complaint. This part applies to all policy sections and should be read by all people who take out this policy.
- Part 3: Information for certain persons insuring **vehicles** or a **home building**. This part only applies to you if you are insuring **vehicles** (not exceeding 2 tonnes) under section 10 or a **home building** under policy sections 1A, 1B or 1C and you are an individual or a small business.
- Part 4: Your Vero Enterprise Business Policy terms and conditions.

To understand the full terms and conditions of your Policy, you must read the Important Information section (Part 2) and Your Vero Enterprise Business Policy terms and conditions (Part 4).

If you are insuring **vehicles** under section 10 or a **home building** under policy sections 1A, 1B or 1C and you are an individual or a small business, you should also read Part 3.

Who is the insurer?

Vero Insurance Limited ABN 48 005 297 807, AFS Licence No. 230859 is the insurer and issuer of this insurance policy and is the issuer of this PDS.

How to contact us

You may contact us by:

- ▼ telephone on 1300 888 071;
- ▼ email on our website www.veroenterprise.com.au;

or alternatively by writing to us at:

Vero Insurance Limited,
GPO Box 2068,
Adelaide SA 5001

Part 1 – Policy Summary

This policy has been designed to meet the needs of your specific business. Below is a summary of the covers included in the Vero Enterprise Retail Services Policy. Together with your insurance adviser you can choose sections to meet your requirements.

Cover Type	Summary of Covers (See relevant Section for details, relevant limits, and specific conditions and exclusions that apply)
Section 1A: Property Damage	This section covers the damage to your property at your premises from certain sudden, unexpected or unforeseen occurrences, and provides a number of additional benefits.
Section 1B: Theft	This section covers loss of or damage to your property due to theft and provides a number of additional benefits.
Section 1C: Glass & Signs	This section covers glass in your premises (including internal glass such as glass partitions, or external windows) and provides a number of additional benefits.
Section 1D: Breakdown of Machinery, Boilers and Pressure Plant, Computers and Electronic Equipment	This section covers the breakdown of your business's mechanical machinery including air conditioning units, computers and electronic equipment such as photocopiers and faxes.
Section 1E: Restoration of Computer Data	This section covers the cost of rewriting your business's computer records following a computer breakdown.
Section 1F: Computer Breakdown – Increased Costs of Working	This section covers the increased costs of working (such as the hiring of alternative computers, the hiring of additional staff) following the breakdown of your business's computers
Section 1G: Deterioration of Stock	This section covers the costs of replacing your business's stock which is kept in freezers or refrigerated units, if the fridge or freezer breaks down
Section 2: Money	This section covers your business's money whilst on your premises, in a safe or strongroom, in transit to or from your premises, or in your personal custody, or the custody of a trusted employee.
Section 3: Portable and Valuable Items	This section covers the loss of or damage to portable property such as Tools, Stock Samples, Laptop Computers, Personal Digital Assistants etc. throughout Australia and the rest of the world.
Section 4: Employee Dishonesty	This section covers the theft of your business's property or money due to the fraudulent actions of employees for their own gain or the financial benefit of any other person or organisation.
Section 5: Business Interruption	This section covers the loss of income and the additional increased costs of working which results from the interruption of your business caused by events covered under Sections 1A, 1B, 1C, 2 and 3.
Section 6: Goods In Transit	This section covers the loss or damage to goods and stock that your business buys, sells or uses whilst they are in transit.
Section 7: Legal Liability	This section covers the legal liability of your business for personal injury to another person (other than employees) or damage to property owned or controlled by someone else.
Section 8: Tax Probe®	This section covers the professional fees incurred in connection with an audit or investigation of the business's financial or tax affairs by any authority authorised to do so eg the Australian Taxation Office, Workers Compensation.
Section 9: Legal Power®	This section covers the legal expenses that your business may incur when pursuing or defending your legal rights in respect of disputes including but not limited to Employment Contracts, and Contract Disputes.
Section 10: Commercial Motor	This section covers the business's Motor Vehicles with Comprehensive, Legal Liability, Fire and Theft, or Legal Liability only.

Part 2 – Important Information

Cooling Off Period

You have the right to cancel and return the insurance policy or a section of the policy by notifying us in writing within 30 days of the date it was issued to you (“cooling off period”), unless you have a claim under the policy within the cooling off period.

If you cancel it in this time, we will return the amount you have paid.

In addition, if you vary your policy and add a section, you have the right to cancel that section within 30 days of the date it was added by notifying us in writing (“additional cooling off period”) unless you make a claim under that section within the additional cooling off period. If it is cancelled in this time, we will return the amount you have paid for that section.

To cancel at other times, please see “Cancelling Your Policy” on page xv.

Duty of Disclosure

You must comply with your Duty of Disclosure when you apply for insurance with us and each time you renew or alter your cover.

You have a duty of disclosure to tell us everything you know or should know, that is relevant to our decision to insure anyone under the policy, including you, and on what terms.

It includes matters we specifically ask about when you apply for a policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

- ▼ the amount of your premium and your excess
- ▼ if we will insure you
- ▼ if special conditions will apply to your policy.

You do not need to tell us of anything which:

- ▼ reduces the chances of you making a claim or
- ▼ we should know about because of the business we are in or
- ▼ we tell you we do not want to know.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, refuse to pay a claim, cancel your policy or, if fraud is involved we can treat the policy as if it had never existed.

The duty of disclosure applies to every person or organisation insured under the policy. If you fail to comply with your duty of disclosure we may be entitled to reduce our liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Interested Parties

We will not insure the interests of any person other than you, unless you have notified us in writing of such interest, and the interest has been noted in the **schedule**.

The Goods and Services Tax (GST) and your insurance – GST Registered Policyholders only

GST has an impact on the way in which claim payments are calculated under your policy. We will calculate the amount of any payment we make to you having regard to your GST status.

If, for example, 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 equal to your net cost – ie your cost after claiming input tax credits. The wording contained in this policy sets this out in more detail.

In respect of your policy with us, therefore, where you are registered for GST purposes, you should calculate your insured amounts or advise us your asset values or turnover having regard to your entitlement to input tax credits.

You should, therefore, consider the net amount (after all input tax credits have been taken into account) which is to be insured and calculate and advise to us insured amounts, asset values or turnover on a GST exclusive basis.

If you are either wholly or partially input taxed, you are in a special category under the GST legislation, and will need to advise us your sums insured, asset values or turnover on a GST inclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your particular circumstances.

Privacy Statement

Vero is a member of the Suncorp Group.
The Privacy Act 1988 (Cth) requires us to inform you that:

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- ▼ identifying you when you do business with us;
- ▼ protecting your personal information from unauthorised access;
- ▼ establishing your requirements and providing the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided;
- ▼ setting up, issuing, administering and managing the insurance following acceptance of an application;
- ▼ assessing and investigating, and if covered, managing a claim made in relation to any insurance you have with us or other companies within the Suncorp Group; and
- ▼ understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product you request, manage or pay any claim under an insurance policy or provide you with the full range of services we offer.

Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Suncorp group;
- ▼ where required or authorised under our relationship with our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;
- ▼ intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- ▼ accounting or finance specialists;
- ▼ government, law enforcement or statutory bodies;
- ▼ other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- ▼ hospitals, medical and health professionals;
- ▼ legal and other professional advisers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material;
- ▼ imaging and document management services.

Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- ▼ sending your personal information to companies in the Suncorp group;
- ▼ when you have asked us to do so;
- ▼ when we are authorised or required by law to do so;
- ▼ when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- ▼ certain electronic transactions; or
- ▼ when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

Contact

Please contact us to:

- ▼ change your mind at any time about receiving marketing material;
- ▼ request access to the personal information we hold about you; or
- ▼ obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

You can contact us on the details provided on page iii.

Our Privacy Policy can also be found on our website at www.vero.com.au.

General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by visiting www.insurancecouncil.com.au or phoning (02) 9253 5100.

Making A Complaint

If you have a complaint concerning the financial product or services provided to you, please tell the broker or agent who provided your initial service. Or you can:

- ▼ phone us on 1800 689 762 (FREE CALL)
- ▼ fax us on 1300 767 337
- ▼ write to us at Reply Paid 1453 Customer Relations Unit RE058,
GPO Box 1453 BRISBANE QLD 4001 or
- ▼ email us on customerrelations@suncorp.com.au

What we will do to resolve your complaint

When you first let us know about your complaint or concern, the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant manager, who will contact you within 10 working days.

Should you not be satisfied with the manager's decision, then it will be referred to the Internal Dispute Resolution team. We will send you our final decision within 15 working days from the date you first made your complaint.

What if you are not satisfied with our final decision?

If you are not satisfied with our final decision you can choose to have the matter referred externally.

The external avenues will be dependent on the nature of your complaint but may include Financial Ombudsman Service or Legal action.

Financial Ombudsman Service

The Financial Ombudsman Service (FOS) provides a free dispute resolution service to consumers who may be in dispute with their insurer. FOS will indicate whether they can assist you with your complaint as this service is not available to all customers/products. You must contact the FOS within 3 months of receiving our final decision. Legal action is still available if you disagree with the FOS decision.

Decisions by FOS up to a certain amount are binding on an insurer, however you are not bound by FOS's decision and if you wish, you may take up the matter through other means.

You can contact FOS by:

- ▼ phoning: 1300 78 08 08 for the cost of a local call
- ▼ writing to: GPO Box 3
Melbourne Victoria 3001
- ▼ faxing: (03) 9613 6399
- ▼ email: info@fos.org.au
- ▼ visiting: www.fos.org.au

Updating Information

The information in this PDS was current at the date of preparation. Vero may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by calling 1300 888 071. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement PDS.

The headings and grey shaded areas in each section are not part of the policy itself. Their purpose is to provide you with a general guide about the content of the text.

Part 3 – Information for certain persons insuring vehicles or home building

This part applies to you if you chose cover for **vehicles** (not exceeding 2 tonnes) under section 10 or a **home building** under sections 1A, 1B or 1C and you are an individual or a small business.

You need to read this part if it applies to you.

The amount you pay for sections 1A, 1B or 1C (for a home building) or section 10 (for vehicles)

The premium is the amount you pay us for this insurance. The premium payable by you will be shown on your schedule. Premiums are subject to applicable Commonwealth and state taxes and charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and charges will be shown on your **schedule**.

If you change your policy you may be entitled to a partial refund of premium or be required to pay an additional premium.

How various factors may affect your premium

The following table is a guide to the significant factors which impact generally on your premium including in relation to sections 1A, 1B or 1C (for **home building**) or section 10 (for **vehicles**).

Factor	Lowers Premium	Increases Premium
Insured Amount	Lower Insured Amount	Higher Insured Amount
Postcode	Low Risk Postcode	High Risk Postcode
Optional Covers	None Taken	All Taken
Claims Experience	Low claims experience	High claims experience
Voluntary excess	Higher	Lower
Occupation	Low Risk Occupation	High Risk Occupation
Our Expenses of Doing Business including Payments we make to Intermediaries	Low Expenses	High Expenses
Endorsements	Reduces our risk or your cover	Increases our risk or your cover
Number of policy sections insured*	Less sections	More sections

*Note: If you are insured under multiple sections you may receive a discount on the premium otherwise payable for each section.

How various factors may affect your premium for section 10

The following table is a guide to the significant additional factors that may impact the component of your premium for section 10.

Factor	Lowers Premium	Increases Premium
Type of Cover	Legal Liability Only	Comprehensive
Market and Agreed Value	Market Value	Agreed Value
No Claims Bonus	Higher	Lower
Type of vehicle	Low Risk Vehicle	High Risk Vehicle
Vehicle Age	Newer Vehicle	Older Vehicle
Vehicle Accessories	None Specified	Items Specified
Age of Driver	Between 30 and 69 years	Below 30 and above 69 years
Radius	Smaller Radius of Operation	Australia Wide

How various factors may affect your premium for sections 1A, 1B and 1C

The following table is a guide to the significant additional factors that may impact the component of your premium for sections 1A, 1B and 1C.

Factor	Lowers Premium	Increases Premium
Building materials	More fire resistant materials (concrete)	Less fire resistant materials (wood)
Fire protection (policy section 1A only)	More Protection, eg sprinkler system	Less protection
Location	Low risk location	High risk location
Number of Premises*	Fewer premises	More premises
Security (policy section 1B only)	More security systems	Less security

* Note: if you have insured multiple premises under these sections you may receive a discount on the premium otherwise payable to insure each premises.

Premium discounts

At times we may offer premium discounts to particular customers as part of a promotion or to take account of market conditions. The amount and type of discounts offered can change at any time before you take out this policy, or at your next renewal.

Why your premium can change

Each time you renew your insurance your premium is likely to change, even if your personal or business circumstances have not changed. This is because premiums are affected by:

- ▼ the cost of claims we have paid to other customers;
- ▼ the cost of claims we expect to pay in the future;
- ▼ any changes in government taxes or charges; and
- ▼ our expense of doing business.

At renewal, we might decide to pass on all, or part of, any premium increase or decrease.

Excesses

If you make a claim, you may be required to pay one or more **excesses**. The descriptions of these **excesses** and the circumstances in which they are applied are shown in the relevant policy wording in Part 4 of this booklet under 'Excess'.

Section 1A, 1B and 1C:

The amount of excess applying to each of these sections is shown on your schedule. We take into consideration a number of factors when setting the amount of your **excess**, such as:

- ▼ your **occupation**;
- ▼ any voluntary excess that we may allow you to choose;
- ▼ your claims history; and
- ▼ any additional risk factors that are unusual or unique to your business circumstances.

Section 10

There are a number of **excesses** which apply to this section. The amount of each **excess** (other than the **basic excess**) is shown in the policy wording that applies to section 10 in Part 4 of this booklet. The amount of the **basic excess** will be shown on your **schedule**.

We take into consideration a number of factors when setting the amount of your **basic excess**, such as:

- ▼ the make, model and type of vehicle being insured, including modifications made to the **vehicle**;
- ▼ any voluntary **excess** that we may allow you to choose;
- ▼ the age and driving experience of people who will be driving the **vehicle**;
- ▼ the **insured amount** of the **vehicle**;
- ▼ where and how the **vehicle** is used;
- ▼ the type of cover chosen;
- ▼ the place where your **vehicle** is garaged;
- ▼ your previous insurance and claims history; and
- ▼ Optional covers, extra benefits, endorsements

Part 4 – Your Policy Terms and Conditions

About Your Insurance Policy

Your insurance policy is made up of this policy wording, any **endorsements** and the **schedule** which shows the **insured amounts**, the premium and any relevant government charges.

You should read the **schedule** and the policy wording together, to tell you what we cover, what we exclude, what we pay to settle claims and other important information. Each section of this policy has exclusions which are listed under “What we exclude”, and there are also some general exclusions which are listed on pages 78 and 79, and which apply to the whole policy.

In this insurance policy:

You/your means the policyholder named in the **schedule**.

We/our/us means Vero Insurance Limited ABN 48 005 297 807, trading as Vero Enterprise.

Some other words used in this policy have special defined meanings. These words are in **bold**. Most of the words we have defined are listed in the “Definitions” section on pages 80 to 92 of this policy.

We also explain the meaning of some words in the sections themselves.

The headings and grey shaded areas in each section are not part of the policy itself. Their purpose is to provide you with a general guide about the content of the text.

Our Contract With You

Your insurance policy is a legal contract between you and us. The contract is based on the information you gave us when you applied for the insurance, and any subsequent information which you have supplied.

We will provide cover for the sections of the policy shown under “What’s Covered” on your **schedule** for the **period of insurance**.

You must pay the premium and any relevant government charges for the **period of insurance** and comply with all of the policy conditions.

Paying By Monthly Instalments

If we agree that you can pay us the total amount in a number of payments instead of all at once, this is called paying by instalments.

If you are a month (or more) late in paying an instalment, we may cancel your policy (see “Cancelling your policy” on page xv).

We will not pay a claim if at the date of the event you are claiming for, you are a month or more late in paying an instalment.

How The Goods And Services Tax (GST) Affects This Insurance

In addition to the premium, we will charge you an amount on account of GST.

You must inform us of the extent to which you are entitled to an input tax credit for that GST amount each time that you make a claim under this policy. No payment will be made to you for any GST liability that you may have on the settlement of a claim if you do not inform us of your entitlement or correct entitlement to an input tax credit.

Despite the other provisions of this insurance (including provisions in the policy wording, the **schedule** and any **endorsement**), our liability to you will be calculated taking into account:

- (a) any input tax credit to which you are entitled for any acquisition which is relevant to your claim, or which you would have been entitled were you to have made a relevant acquisition; and
- (b) also for claims for business interruption only, the GST exclusive amount of any supply made by your **business** which is relevant to your claim.

In respect of **loss** or **damage** to your vehicle, if your vehicle is a **total loss** and you have chosen the **agreed value** option, we will not deduct any input tax credit entitlement from the amount of the **agreed value** shown in the **schedule**.

‘GST’, ‘input tax credit’, ‘acquisition’ and ‘supply’ have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

Making A Claim

You must follow the procedures outlined if something happens that causes **loss** or **damage** or **personal injury** which may lead to a claim. Please bear in mind, if you do not, we may refuse your claim or reduce the amount we pay you.

1) When loss, damage or personal injury occurs (other than in connection with a motor vehicle)

When **loss**, **damage** or **personal injury** occurs, you must:

- (a) as soon as possible take all reasonable steps to reduce the **loss** or **damage** and to prevent further **damage**;
- (b) immediately make a report to the police if:
 - ▼ you know or suspect that your **property** has been stolen,
 - ▼ someone has broken into your **premises**, or
 - ▼ someone has caused malicious damage to your **property**;
- (c) not make any admission of liability, offer, promise or payment in connection with any **event**;
- (d) preserve and retain any damaged property and make it available for inspection by us or our agent (including a loss adjuster); and
- (e) not authorise the repair or replacement of anything without our agreement.

2) When a motor vehicle is damaged or stolen

- (a) Contact your insurance adviser or our Vero First Response Unit as soon as possible on 1300 888 073. We're available 24 hours a day. Our staff will advise you whether to bring **your vehicle** to one of our assessing centres or take it to a repairer. We can help with any other arrangements necessary to get you back on the road as quickly as possible.
- (b) Do everything reasonable to limit and prevent further **loss** or **damage**.
- (c) If someone has stolen, attempted to steal or maliciously damaged **your vehicle**, call the police immediately. If we ask, you must provide to us the name of the Police Officer and Police station where you made the report.
- (d) If **your vehicle** is involved in an **event**, you should obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the **event**. You will also need to obtain the vehicle registration numbers and insurance details of all vehicles involved. If damage is caused to **buildings** and **other property** please provide details of the address and owners names.
- (e) Give us any information and other assistance we reasonably need to handle the claim.
- (f) If you get demands, a notice of prosecution, details of an inquest or similar communications from other parties involved in the **event**, you must tell us immediately. If you delay in telling us, we may not cover any legal or other costs that result from that delay.
- (g) Tell us your entitlement to Input Tax Credits (ITCs) for your insurance premium if you are registered or should be registered for goods and services tax (GST) purposes. If information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax charges.

What you must not do:

- ▼ Admit to anyone else involved in the **event** that it was your fault.
- ▼ Unless we have agreed, negotiate or promise anyone a payment, authorise any repairs (except emergency repairs to **your vehicle**, see page 60 for details) or dispose of any damaged property.
- ▼ Accept any payment (including excess payments) from anyone unless we agree first.

What you must agree to if you claim:

- ▼ You must provide proof of ownership of any lost or damaged property. Proof could include **your vehicle** log book, receipts, valuations or warranties.
- ▼ You must let us inspect and, if necessary, move **your vehicle** before repairs begin.
- ▼ Give us any information and help we need to handle the claim. This can include agreeing to be interviewed and providing relevant documents we ask for.
- ▼ If we decide to defend you, settle any claim against you, represent you or try to recover money from the person who caused the **loss** or **damage**, you must give us all the assistance we need, including assistance after your claim has been paid.

3) If your tax or financial affairs are going to be investigated

If your tax or financial affairs are going to be investigated you must:

- (a) provide us immediately with full written details of any proposed **audit** as soon as you are aware of it.
- (b) before retaining any professional other than your accountant, obtain our prior approval of that person's engagement and of the fees and disbursements likely to be incurred.

- (c) keep us fully informed of all material developments in relation to the claim and the **audit**.
- (d) take all reasonable steps to minimise cost and delay.
- (e) submit to us all accounts for **professional fees** immediately after receiving them. Provide fully itemised details of accounts so we can determine the nature of the work done.

When you have made a claim:

- ▼ we or our agent may investigate any matter that is or may be the subject of the claim;
- ▼ you are required to provide us with direct access at all times to your professional adviser;
- ▼ if we ask, you are required to instruct your professional adviser to assist us in connection with any claim; and
- ▼ if we ask, you are required to instruct your professional adviser to assist us with any matter we seek to pursue with the department, body or agency conducting the **audit** which is or may be the subject of a claim under this policy.

4) Making a claim

If you wish to make a claim you must:

- (a) contact your insurance adviser or contact our Vero First Response Unit on 1300 888 073.
- (b) give us all the information and documentation which we request. If we ask for it, you must provide us with a statutory declaration verifying the truth of your claim and any matters connected with it; and
- (c) immediately send us any court documents or other communication you receive about the claim.

Do not take any action yourself or ask anyone else to do so on your behalf.

5) Proceedings and negotiations

When you submit a claim:

- (a) we require that you give us all information and assistance we may need:
 - ▼ to settle or defend claims; or
 - ▼ to recover from others any amount we have paid for a claim.
- (b) you must allow us to:
 - ▼ make admissions, settle or defend claims on your behalf; and
 - ▼ take legal action in your name against another person to recover any payment we have made on a claim before we have paid your claim, or whether or not you have been compensated or paid in full for your actual **loss**.
- (c) you must allow us or our agent to enter your **premises** or make them available to us for inspection.
- (d) you must allow us or our agent to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property you cannot abandon it to us.
- (e) we will not unreasonably withhold progress payments. We will make progress payments on claims at intervals to be decided by us following receipt of an interim report from our loss adjuster or representative.
- (f) if we pay a claim under any section of this policy other than:
 - ▼ Section 5 – Employee Dishonesty;
 - ▼ Section 7 – Legal Liability;
 - ▼ Section 8 – Tax Probe;
 - ▼ Section 9 – Legal Power; or
 - ▼ Section 10 – Commercial Motor

and your **insured amount** has been reduced due to the payment of a claim by us, we will automatically reinstate the **insured amount** to the same amount as specified in the **schedule** at the time of the **loss** or **damage** provided that:

- ▼ you have not (in writing) requested otherwise;
- ▼ you agree to pay any additional premium to reinstate the **insured amount**; and
- ▼ you agree to implement any risk improvements required.

6) Fraudulent claims

If you or someone acting on your behalf makes a false or fraudulent claim, we may:

- (a) refuse to pay the claim;
- (b) cancel the policy;
- (c) take legal action against you; or
- (d) do any or all of the above.

7) Subrogation agreements

If another person is, or could have been, liable to compensate you for any **loss, damage or legal liability** otherwise covered by the policy, but you have agreed with that person either before or after the **loss, damage or legal liability** occurred that you would not seek to recover any moneys from that person, we will not cover you under the policy for any such **loss, damage or legal liability**.

8) Claims Preparation Costs

We will pay for costs necessarily and reasonably incurred for the preparation of a valid claim under this policy. The most we will pay is \$20,000 or 25% of the claim amount otherwise payable, whichever is the lesser.

This benefit does not apply to any claim made under the Legal Power, Tax Probe or Commercial Motor sections.

When We May Refuse A Claim

We may refuse to pay a claim, or we may reduce the amount we pay you, if:

- (a) you do not do what your duty of disclosure requires you to (see page v);
- (b) you:
 - ▼ are not truthful,
 - ▼ have not given us full and complete details, or
 - ▼ have not told us something when you should have,when applying for the insurance, or when making a claim;
- (c) you are paying by instalments and at the date of the **event** you are claiming for, you are a month (or more) late in paying an instalment;
- (d) you do not at all times take all reasonable care as we require you to do under "Taking Care" on page xv;
- (e) you do any of the following without us agreeing to it first:
 - ▼ make or accept any offer or payment or in any other way admit you are liable,
 - ▼ settle or attempt to settle any claim, or
 - ▼ defend any claim;
- (f) cover is specifically excluded in the policy;
- (g) you have not complied with any of the requirements of "Making a claim" on page xii; or
- (h) you are in breach of any other conditions of your policy.

Remember, if you prevent our right to recover from someone else or if you have agreed not to seek compensation from another person who is liable to compensate you for any **loss, damage or legal liability** which is covered by this policy, we will not cover you under this policy for that **loss, damage or legal liability**.

Inflation Protection

To protect you from the effects of inflation, if you have cover under the Property Damage or Theft sections and "Inflation Protection" is shown in the **schedule** for one or both of those sections we may automatically change the **insured amount** at renewal in line with movements in the Consumer Price Index or another similar index, for the sections which have "Inflation Protection".

If the **insured amount** increases because of index linking, the new premium and relevant government charges will be based on the new **insured amounts** shown on the **schedule**.

Cancelling Your Policy

How you may cancel

You may cancel the policy or a section at any time by telling us that you want to cancel it.

We subtract from any premium you have paid us, an amount to cover the period that we have already insured you for. We will then return the rest of the premium to you (along with GST and any relevant government charges where this is allowed).

How we may cancel

We may only cancel a policy when the law says we can.

We will cancel your policy by telling you so in writing, either in person or by post to your last known address.

We will return the premium that you have paid for the rest of the **period of insurance** (along with GST and any relevant government charges where this is allowed).

Paying by instalments

If we agree that you can pay your total amount in a number of payments instead of all at once, this is paying by instalments.

If you are one month (or more) late in paying an instalment, we may cancel your policy (see "Cancelling your policy" on page xv).

Other Conditions

1) Keeping us up to date

During the **period of insurance** and at renewal you must tell us of any of the following changes (for which we may ask for an additional premium to maintain cover):

- ▼ if the **building** is not in a good state of repair;
- ▼ work on the **building** other than routine maintenance or decoration;
- ▼ any change in the **business**;
- ▼ any change of **premises**;
- ▼ details of any conversion or modification to your **vehicle** made by someone other than the manufacturer. For example, if you give your **vehicle** wide tyres or wheels, or lower its suspension;
- ▼ if there is anyone under the age of 25 years who is likely to be a regular driver of the **vehicle**; or
- ▼ if there is any change in the use of your **vehicle**. For example, if you start using your **vehicle** for courier services.

You must tell us :

- ▼ if you or any person who is likely to drive your **vehicle** is charged with or convicted of any motor offence or motor infringement (but not parking fines);
- ▼ details of any motor accidents that you or any person likely to drive your **vehicle** has had – whether or not involving your **vehicle**; or
- ▼ if you or any person who is likely to drive your **vehicle** is convicted of any criminal offence.

2) Taking care

You must:

- ▼ take all reasonable steps to prevent **loss** of or **damage** to the **property** insured by this policy;
- ▼ take all reasonable care to prevent injury to another person or **damage** to another person's property;
- ▼ comply with all laws and safety requirements imposed by any authority or by state or national legislation;
- ▼ employ only competent **employees**;
- ▼ keep all **property** well maintained; and
- ▼ keep all **vehicles** in a roadworthy condition.

3) Complying with our requirements

You must comply, within a reasonable time which we will specify, with any request made by us:

- ▼ to be allowed to survey your **premises** or examine your **products**;
- ▼ for the protection or improvement of your **property**; or
- ▼ to reduce the likelihood of **personal injury** or **loss** of or **damage to property**.

Section 1 A – Property Damage

This section of the policy covers physical loss of or damage to your property from events, including but not limited to fire, lightning and explosion. We do not cover the theft of your property under this section.

You can claim for **loss** of or **damage** to your **property** as described under “What we cover” if:

- ✓ “Property Damage” is shown under “What’s Covered” in the **schedule**;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

Loss of, or damage to, your **property** at your premises.

✗ What we exclude

We will not pay for **loss** or **damage**:

- ▼ which is insurable under any other section of the policy whether effected or not, or **loss** or **damage** which is excluded under any other section of the policy.
- ▼ caused by:
 - ▼ fraud or theft by you, your directors, partners, employees, officers or anyone else who has an interest in the **property**;
 - ▼ any unexplained inventory shortage or disappearance of **property**;
- ▼ **loss** induced by trickery;
- ▼ the incorrect siting of buildings as a result of an error in architectural design or specification, faulty workmanship, or noncompliance with the requirements of any government, or statutory authority;
- ▼ the cessation of work whether total or partial, interruption, or retarding of any process or operation as part of an industrial dispute;
- ▼ demolitions or modifications ordered by any government or statutory authority as a result of your failure, or the failure of your agents to comply with any lawful requirement;
- ▼ erosion, landslide, mudslide, rockslide,
- ▼ subsidence, seepage, settling, shrinkage, or expansion of earth, vibration or other earth movement, unless **damage** is caused by or arises directly from an earthquake,
- ▼ subterranean fire or volcanic eruption;
- ▼ **flood**, the sea, tidal wave, high water, unless **damage** is caused by or arises directly from a seismic disturbance;
- ▼ faulty or inadequate packing or storage;
- ▼ any faults or defects known to you or to any **employee** whose knowledge in law would be deemed to be your knowledge, and not disclosed to us at the time the insurance was arranged, extended, varied, renewed or reinstated;
- ▼ pollution or contamination unless it is sudden and unforeseen;

✓ What we cover

✗ What we exclude

- ▼ kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt at any of these; or
- ▼ the gaining of access by any person other than your or your **employees** to your computer systems via data communication media;

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

- ▼ spontaneous combustion, fermentation,
- ▼ heating or any process involving the application of heat;
- ▼ faulty materials or workmanship or error in design or latent defect;
- ▼ gradually operating causes including but not limited to wear and tear, gradual deterioration, disease, fading, tree roots, evaporation, change in flavour, colour, or texture;
- ▼ scratching, denting, chipping, marring, developing flaws, restoration, normal upkeep or making good;
- ▼ vermin or insects;
- ▼ atmospheric moisture, rot, mould, mildew, fungus, rust, corrosion, oxidation, variations in temperature, action of light,
- ▼ stain or smoke from industrial operations;
- ▼ mechanical, hydraulic, electrical breakdown or electronic failure or malfunction;
- ▼ testing, intentional overloading or experiments of any kind; or fusion of any nature except as provided by Additional Cover 8 Fusion of small electrical motors;

the exclusions in the paragraph above only apply to the item, appliance, machine, unit or structure immediately affected and shall not extend to **loss** of or **damage** to any other **property** that would otherwise be covered under this section.

We will not pay for **loss** of or **damage** to:

- ▼ **glass** or **signs**, other than **loss** or **damage** caused by fire, lightning, explosion, implosion, earthquake, impact by vehicles or animals, aircraft and other aerial devices and/or articles dropped from them, riots or civil commotion, wind or water;
- ▼ **money** or **negotiable instruments**;
- ▼ **property** where the **loss** or **damage** was caused during the course of its processing or manufacture.
- ▼ **property** in the open air unless such **property** is a permanent structure designed to function without the protection of walls or roof;

boilers and **pressure plant** (except boilers and pressure plant for domestic purposes) resulting from its own explosion.

✓ What we cover

Extra Benefits

If we agree to pay a claim for **loss** of or **damage** to your **property** at your **premises** under this policy section, we will also pay for the following:

1. Fire Extinguishment Costs

The reasonable costs necessarily incurred by you, in extinguishing a fire either at your **premises**, immediately adjacent to your **premises**, or threatening to involve your **property**, including:

- ▼ wages for your employees;
- ▼ replacement of sprinkler heads;
- ▼ replenishment of your fire fighting appliances;
- ▼ **loss** of or **damage** to materials unless otherwise specifically insured; or
- ▼ statutory charges payable by you to a fire brigade or firefighting authority for attendance at a fire or chemical emergency involving insured **property**.

2. Rewriting of documents

Any reasonable labour costs necessarily incurred in reproducing or making good the loss of or damage to documents lost or damaged by the same insured event.

3. Cost of tracing source of water damage

The reasonable costs necessarily incurred in locating the source of water **damage** if the **loss** or **damage** is caused by water bursting or leaking from pipes, water mains, tanks or drains.

4. Professional fees

Any reasonable architects', surveyors', consulting engineers', legal or any other fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred with our written consent, in rebuilding or repairing the building;

We will not pay costs, fees or any other expenses for preparing any claim under this policy.

5. Temporary protection

Any reasonable costs that are necessarily incurred by you for the temporary protection and safety of your **property** at your **premises**, including the employment of security services.

✗ What we exclude

We will not pay more than \$25,000 for each **event**.

We will not pay more than \$50,000 for each **event**.

We will not pay more than \$25,000 during any one **period of insurance**.

We will not pay more than

(a) \$25,000; or

(b) if the **insured amount** on **buildings** has not been exhausted, the remainder of the **insured amount**

for each **event**, whichever is the greater.

We will not pay more than \$25,000 for each **event**.

✓ What we cover

6. Removal of Debris

The reasonable costs necessarily incurred for the removal of debris which means:

- ▼ removal, storage and disposal of debris from the **premises**;
- ▼ removal, storage and disposal of debris from premises, property, roadways, railways or waterways owned by any other person or entity where you are liable at law to remove, store or dispose of such debris as a result of the **damage** together with the cost of cleaning up, but this does not include:
 - (a) when the liability to remove, store or dispose of debris has arisen as a result of any agreement made by you, unless liability would have attached in the absence of such agreement; or
 - (b) if the debris is itself a contaminant or pollutant; or
- ▼ demolition and removal of any of your **property** which is necessary for the purpose of repair or replacement.

7. Loss of land value

If we pay a claim for **loss** or **damage** to a **building** covered under this policy section, we will pay for any reduction in land value that results from the requirements of any legal authority that does not allow rebuilding or only allows partial rebuilding at the **premises**.

This is to be calculated by subtracting the land value after rebuilding, or after we have agreed that rebuilding is not possible, from the land value before the **damage**.

8. Mortgage Discharge Costs

the reasonable legal costs associated with the discharge of a mortgage or mortgages on **buildings** following settlement of a claim under this section on a total loss basis.

Additional Covers

The cover provided by Section 1A – Property Damage is extended to cover:

1. Personal effects of directors, officers and employees

Loss or **damage** in the **period of insurance** of or to the personal effects of your directors, officers and **employees**.

We will also pay for **loss** of or **damage** in the **period of insurance** to **property** consisting of **contents** at premises owned or occupied by your directors, partners and employees which is caused by an **insured event**.

✗ What we exclude

We will not pay more than

- (a) \$50,000; or
- (b) if the **insured amount** for **buildings stock** or **contents**, as applicable, has not been exhausted, the remainder of the **insured amount**

for each **event**, whichever is the greater.

We will not pay more than

- (a) 10% of the **insured amount** shown in the **schedule** for the **building**; or
- (b) \$100,000

for each **event**, whichever is the lesser.

(For example, if the insured amount for the **buildings** is \$900,000, we will not pay more than \$90,000 (10% of \$900,000) as this amount is less than \$100,000)

We will not pay more than \$30,000 during any one **period of insurance**.

We will not pay if the **loss** or **damage** is excluded by any of the exclusions in section 1A or the General Exclusions.

We will not pay more than \$5,000 for the personal effects of any of your directors, officers and **employees** for each **event**.

✓ What we cover

2. Works of art and antiques

Loss of or **damage** in the **period of insurance** to works of art and antiques at your **premises**.

3. Temporary removal of property

Loss or **damage** in the **period of insurance** to **property** while

- (a) temporarily removed from the **premises**,
- (b) while in transit to or from the premises by road, railway, inland waterway or air, or
- (c) stored at a temporary storage facility, self storage unit or bulk storage facility.

4. Capital additions

If either **buildings** or **contents** are insured, we will amend the definition of **property** to include **capital additions**.

5. Fusion of small electric motors

The burn out of electric motors which form part of **buildings** or **contents** insured under this section during the **period of insurance**, and the burn out is caused by or directly due to the electric current.

✗ What we exclude

We will not pay more than \$10,000 for any one item.

We will not pay more than 20% of the **stock** and **contents insured amount** for **stock** and **contents** temporarily removed.

We will not pay more \$20,000 in respect of **buildings**, landlords plant and machinery normally attached to the **buildings** but not used for any purpose of trade, and landlords fixtures and fittings attached to the building.

We will not pay if:

- ▼ the property is located outside Australia at the time of **loss** or **damage**; or
- ▼ the property had been removed for a period greater than 90 days at the time of **loss** or **damage**;
- ▼ stock of a brittle nature including but not limited to glass, pottery and china, unless caused by fire or as direct result of collision or overturning of the conveying vehicle;
- ▼ **loss** or **damage** to **stock** or **contents** in open vehicles caused by wind, water hail or storm unless the stock is protected by vehicle sheets such as tarpaulins;
- ▼ **loss** or **damage** to **stock** in transit as a result of packing which was inadequate to withstand normal handling during transit.

We will not pay more than:

- (a) 20% of the **insured amounts** for **buildings** and **contents** shown in the **schedule** for such **premises**; or
- (b) \$500,000; or

for each **event** whichever is the lesser.

(For example, if the insured amount for the **buildings** and **contents** is \$1,000,000, we will not pay more than \$200,000 (20% of \$1,000,000) as this amount is less than \$500,000)

We will not pay for burn out of electric motors greater than 1.8 kilowatts (2.5 horse power).

✓ What we cover

6. Taxation Audit

the reasonable **professional fees** that you incur as a result of your business taxation affairs being audited by the Australian Taxation Office

7. Prevention of Imminent Damage

The necessary costs that you incur in the **period of insurance** to extinguish a fire on or in the vicinity of your **premises** which causes or threatens **loss** or **damage** to your **property** or for necessary costs to prevent or diminish imminent **damage** to your **property** by any other **insured event**.

8. Landscaping

Loss of or **damage** in the **period of insurance** to landscaping at your **premises**.

Landscaping includes plants, shrubs, garden plots and lawns (including rock work, ornamentation and edging) and any resultant expenses necessarily incurred in cleaning, clearing or repairing, drains, gutters, sewers, and the like, all contained in or on or forming part of your **buildings**.

9. Undamaged foundations

If the **building** foundations at the premises are not **damaged** by an **insured event** that occurs in the **period of insurance** but a government or statutory authority requires reinstatement of the **building** to be carried out on another site, the foundations will be considered as destroyed.

✗ What we exclude

We will not pay or reimburse you for any:

- a) fines, penalties or shortfall in the amount of tax payable
- b) **audit** conducted in relation to any criminal activity or which results in a criminal prosecution
- c) audit not commenced during the **period of insurance**
- d) fees incurred which do not relate directly to the audited accounts
- e) fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit
- f) fees incurred as a result of a 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 matter
- g) audit conducted in relation to any facts or circumstances that you were aware, or ought to have been aware prior to the commencement of this policy which were likely to lead to you making a claim under this policy; or
- h) audit in relation to your personal taxation affairs

We will not pay for more than \$10,000 for any one audit or any **one period of insurance**.

We will not pay under this additional cover if you have taken out additional cover under the Tax Probe section.

We will not pay:

- ▼ more than \$25,000 in the **period of insurance**;
- ▼ for any fines penalties, or liability incurred by you; or
- ▼ for any **loss** or **damage** to your **property**.

We will not pay more than \$25,000 for each **event**.

We will not pay for **loss** or **damage** caused by wind, water, **flood**, hail or storm.

✓ What we cover

10. New premises – temporary cover

Loss or damage during the **period of insurance** of or to **property** at any new premises which you first occupy during the **period of insurance** provided that:

- ▼ the **business** carried on at or from the premises is the same as shown on the current **schedule**;
- ▼ only **property** that would have been covered if it were located at the **premises**, will be covered at the new premises; and
- ▼ the new premises is constructed of the same materials as the **premises**, and has the same protection systems as are contained in the **premises**.

You must provide us with full details of the new premises. If we agree to cover **property** at the new premises, you must pay any additional premium we ask for.

✗ What we exclude

We will pay no more than 20% of the highest **insured amount** at **premises** shown on your **schedule**.

(For example, if you insure 2 premises, one for \$1,000,000 and the another for \$2,000,000, then any new premises will be covered up to \$400,000 (20% of \$2,000,000, the higher of the two insured amounts)).

We will not pay any benefit if:

- ▼ you have owned or leased the new premises for more than 30 days; or
- ▼ we have not agreed to cover the new premises under this policy.

What we pay for loss of or damage to buildings, contents or other property (excluding stock)

If we agree to pay a claim for **loss** of or **damage** to your **buildings, contents** or **other property** (but excluding **stock**) we will pay, at our option, the costs to rebuild, replace or repair your **buildings, contents** or **other property** (excluding **stock**) so that it is returned as far as possible, to its condition and extent when new.

We will only pay these costs if you:

- ▼ start rebuilding, replacing or repairing without unreasonable delay. If unreasonable delays occur we will not pay more than what it would have cost to replace, repair or rebuild as at the date of **loss** or **damage**; and
- ▼ have maintained your **building, contents** or **other property** (excluding **stock**) in a good state of repair. If you have not, we will deduct an amount for depreciation before we pay any costs of rebuilding, replacing or repairing it. Any depreciation we apply is based on the age and condition of your **building, contents** or **other property** (excluding **stock**).

Additional expenses

If we agree to pay a claim for **loss** of or **damage** to **buildings, contents** or **other property** (excluding **stock**) and their respective **insured amount** has not been exhausted then we will also pay the following additional expenses up to the **insured amount**:

1. Cost of complying with statutory requirements

We will also pay the extra cost of repair of any **buildings** necessarily incurred to comply with the requirements of any statute or regulation of any municipal or statutory authority.

We will not pay for these additional costs if you had been required to comply with any requirements prior to the **loss** or **damage** occurring.

If the cost of repair of the building is less than 50% of the cost that would be incurred if your **building** had to be replaced, the amount we will pay for extra costs to comply with a statutory notice will be limited to the costs of complying in respect of the damaged part of the **building** only.

2. Reduced Floor Space

If due to any requirement of any law, local government or other statutory authority you are only able to replace your **building** with a reduced floor space then we will pay you the difference between the following on the completion of the rebuilding work:

- ▼ the estimated cost of repairing or replacing the **building** if the reduced floor space had not been required, and
- ▼ the actual cost incurred in repairing or replacing the **building**.

In addition we will also pay any fee, contribution or other impost, not exceeding \$2,000 in respect of any one event, payable to any governmental, statutory or public authority where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate the building, provided that we will not be liable for payment of any fines or penalties imposed upon you by any such authorities.

We will not pay for these additional costs if we have agreed to only pay the **indemnity value of the building**. The underinsurance provision will not apply to these additional expenses.

Limits to what we pay

The most we will pay is the **insured amount** shown in the **schedule** for your **building, contents or other property** (excluding **stock**).

If we agree to pay a claim for the **loss** of or **damage** to your **building**:

▼ the work of rebuilding, replacing, repairing or restoring, as the case may be, can be carried out upon another site and in a manner suitable to your requirements. However, this is subject to:

- (a) the total costs of rebuilding, repairing or restoring not exceeding the **insured amount**; and
- (b) the costs not being greater than what it would have cost us to repair or rebuild at the original site.

If you decide not to replace, rebuild or repair your building and we agree, or if the buildings are insured for indemnity value, we will pay you the **indemnity value of the building**. We will not pay you the **replacement value**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

If you are making a claim for **loss** or **damage** caused by earthquake, the **excess** shown in the **schedule** is increased to \$20,000 or 1% of the property **insured amount**, whichever is the lesser.

Underinsurance

In the event of a claim, if the **insured amount** is less than 80% of the value of the insured property we will only pay for a portion of your claim based upon the following formula:

$$\text{Claim amount} \times \frac{\text{insured amount}}{80\% \text{ of value of the category of } \textbf{property} \text{ at time of } \textbf{loss} \text{ or } \textbf{damage}}$$

This condition shall not apply if the amount of any **loss** or **damage** is less than 5% of the **insured amount** shown in the **schedule** for that category of **property**.

If you have insured your **buildings** or **contents** for reinstatement and replacement costs, the value of the insured property for the purpose of underinsurance will be calculated based on the full replacement value at new costs. If this is not done, any claim you make for these may not be paid in full.

If you have insured your **buildings** or **contents** for indemnity, the value of the insured property for the purpose of underinsurance will be calculated based on the cost to replace, rebuild or repair the property to the same condition as it was at the time of the **loss** or **damage**.

What we pay for loss of or damage to stock

If we agree to pay a claim for **loss** of or **damage** to your **stock** we will pay the costs necessary to repair or replace the **stock** destroyed or damaged to a condition substantially the same as, but not better or more extensive than, its condition at the time the **loss** or **damage** occurred, taking into account depreciation, wear, tear, deterioration and whether the **stock** is obsolete.

Limits to what we pay

The most we will pay is the **insured amount** shown in the **schedule** for **stock**, but during the **seasonal increase period** this is increased by 50%.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

If you are making a claim for **loss** or **damage** caused by earthquake, the **excess** shown in the **schedule** is increased to \$20,000 or 1% of the property **insured amount**, whichever is less.

Underinsurance

In the event of a claim, if the **insured amount** is less than 80% of the value of the insured property we will only pay for a portion of your claim based upon the following formula:

$$\text{Claim amount} \times \frac{\text{insured amount}}{80\% \text{ of value of the category of } \textbf{property} \text{ at time of } \textbf{loss} \text{ or } \textbf{damage}}$$

This condition shall not apply if the amount of any loss or damage is less than 5% of the insured amount shown in the **schedule** for **stock**.

The value of the stock for the purpose of underinsurance will be calculated based on the cost to replace or repair the **stock** to the same condition as it was at the time of the **loss** or **damage**.

Special Conditions applicable to Section 1A – Property Damage

Additional limits to what we pay

Where a limit is stated as a dollar amount in this section, that limit may be increased if your insurance intermediary requests a higher limit and we agree to this. Additional premium applies.

If a limit in this section is increased, the additional amount we will pay in respect to that limit will be shown on your **schedule**. This amount is in addition to the relevant limit stated in this section.

For example, for extra benefit 5, “temporary protection” the most we will pay for this benefit is \$25,000. However, if your **schedule** shows an additional limit of \$50,000, the most we will pay under this extra benefit is \$75,000 (\$25,000 + \$50,000).

Designation of Property

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

Hazardous Goods

The storage and use of hazardous goods usual to your business is allowed in quantities and manner as permitted by law, by-law or local government regulations.

Worked dollar examples

The following worked dollar examples are designed to assist persons insuring a **home building** to understand some of the important benefits in this section and how claims are calculated for **home buildings**. The examples do not cover all scenarios or all benefits and do not form part of your policy terms and conditions. The following should be used as a general guide only. You should consider all examples as each example covers different benefits and scenarios.

*You have cover for a building that is used as both a newsagent and your residence. For this reason it is a **home building**. You have cover on a replacement value basis. The building's **insured amount** is \$300,000 and the excess is \$250. The building is damaged in a bush fire and we assess the cost of repairs to be \$50,000.*

How much we pay		Further information
Cost of repairs	\$50,000	We normally decide the building is repairable if the cost of repairing the building is significantly less than the insured amount (in this example the insured amount is \$300,000).
Cost of removal of debris	+\$30,000	The fire leaves building debris at the premises. We assess the cost to remove the debris to be \$50,000. Coverage is limited to the greater of \$25,000 or the remainder of the insured amount . In this example, the insured amount is sufficient to cover the \$30,000 cost.
Cost of complying with statutory authority	+\$2,000	The local council requires storm water harvesting tanks for all new works at the premises. This requirement was triggered by the repairs to the building and did not apply to the building previously. The cost to install the water harvesting tanks is assessed to be \$12,000 for the entire building, and \$2,000 for the damaged parts. As the cost of repairs is less than 50% of the cost to replace the entire building we only pay for the costs associated with the damaged portion of the building so we pay \$2,000.
Less excess	- \$250	We deduct this from the amount we pay. We may require you to pay this amount directly to the repairer.
Total claim	\$81,750	We would normally pay the total claim amount directly to the repairers.

Underinsurance

In the above example, if the actual replacement value of the building at the time of the loss was \$500,000 but you had only insured the building for \$300,000, the amount we pay will be reduced in accordance with the underinsurance conditions in this section. The amount we would pay will be calculated as follows:

$$\begin{array}{r} \$81,750 \text{ (total claim)} \times \frac{\$300,000 \text{ (insured amount)}}{80\% \times 500,000 \text{ (building replacement value at time of loss)}} = \$61,312.50 \end{array}$$

*You have cover for a building that is used as both a newsagent and your residence. For this reason it is a **home building**. You have cover on a replacement value basis. The building's **insured amount** is \$3,000,000. The building is damaged due to an earthquake and we assess the cost of repairs to be \$500,000.*

How much we pay		Further information
Cost of repairs	\$500,000	We normally decide the building is repairable if the cost of repairing the building is significantly less than the insured amount (in this example the insured amount is \$3,000,000).
Earthquake Excess	-\$20,000	We will not pay for the first \$20,000 or 1% of the property insured amount at the damaged premises (whichever is the lower amount) of each claim caused by an earthquake. 1% of the insured amount is \$30,000 but \$20,000 is less so we will only apply the \$20,000 excess .
Total claim	\$480,000	We would normally pay the total claim amount directly to the repairers.

Section 1B – Theft

This section covers the loss of your contents and stock from theft, attempted theft armed hold up or an actual or threatened assault. An insured event does not include the items, events of circumstances set out beside the event in the “What we exclude” column.

You can claim for **loss** of your **contents** and **stock** as described under “What we cover” if:

- ✓ “Theft” is shown under “What’s Covered” in the **schedule**;
- ✓ the **loss** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

Loss of your contents and stock at your premises caused by:

1. Theft following actual forcible and violent entry to or exit from the **premises**.
2. Theft following assault or violence or threat to you (or your employees) or any other person lawfully at the **premises** (for example, armed hold up).
3. Theft of any **contents** in an **office** where there is no forcible and violent entry to or exit from the **premises**, up to a limit of \$15,000 for any one **event**.

Extra Benefits

If we agree to pay a claim for an **insured event** under this section, we will also pay for:

1. Security film
The cost of developing the film of security cameras following **loss**.
2. Personal effects of directors, officers and employees
Loss of personal effects of your directors, officers and **employees** at your **premises**.

✗ What we exclude

Theft from any yard, garden, verandah, outbuilding or any **other property** outside the confines of the **premises** unless specified in the schedule.

We will not pay more than \$1,000 for theft of **money** or **negotiable instruments**.

Theft of motor vehicles, trailers, aircraft or watercraft unless shown in the **schedule**.

Theft or any attempted theft by any persons, including **employees**, while lawfully at the **premises**.

Loss or damage to glass and signs.

Theft of **contents** or **stock** when the **premises** are left unoccupied unless any burglar alarm system which protects the **premises**:

- ▼ is made operative;
- ▼ is maintained in a good working condition.
- ▼ loss caused by unexplained inventory shortages or disappearances caused by clerical errors;
- ▼ Loss induced by trickery; and
- ▼ loss caused by shortage in the supply or delivery of materials to you

We will not pay more than:

- a) \$5,000 for any one person’s personal effects; or
- b) The amount shown in the **schedule** under “Personal effects”

✓ What we cover

3. Temporary protection

The cost of temporary protection reasonably and necessarily incurred for the safety and protection of your **property** at your **premises**, following **loss** (for example, boarding up, temporary night watchmen).

4. Rewriting of documents

The value of any reasonable labour costs incurred in reproducing or making good the **loss of documents**.

5. Funeral Expenses

Any burial or cremation costs if any director, **employee**, officer or business partner sustains a fatal injury provided:

- (a) their death directly results from an assault that occurs during a theft or attempted theft of **property** owned by you or for which you are legally responsible; and
- (b) the death occurs within 6 months of the assault.

Additional Covers

The cover provided by Section 1B – Theft is extended to cover the following **loss or damage** in the **period of insurance**:

1. Damage to the buildings

Damage to the **buildings** caused by theft covered by this policy section if you are the tenant of the **premises**, whether we insure the **buildings** or not.

2. Theft of parts of buildings

Loss of permanently fixed (non-portable) apparatus, appliances or signs owned by you or for which you are legally responsible, attached to a building occupied by you at the **premises**, other than by means of a flexible or tensile cord to a power point, caused by theft following forcible and violent means.

3. Replacement of locks

If the keys to your **premises** are lost or stolen, the cost of recoding or replacing locks which secure external doors, windows and other openings of the **premises**, or the cost of re-keying the locks;

4. New premises – temporary cover

Loss of stock or contents at any new premises which you first occupy during the **period of insurance** provided that:

✗ What we exclude

We will not pay more than \$5,000 for any one **event**.

If you are insured under Section 2 – Money, the benefits payable under this extra benefit shall not be cumulative and shall be limited to \$5,000 in the aggregate per **event**.

We will not pay more than \$25,000 during any one **period of insurance**.

We will not pay more than \$10,000 to the estate of each person.

We will not pay if the **loss or damage** is excluded by any of the exclusions in section 1B or the General Exclusions.

Damage which you are not legally responsible for.

We will not pay more than \$10,000 during any one **period of insurance**.

We will not pay more than \$5,000 during any one **period of insurance**.

We will not pay for replacement of locks on internal doors, safes or amusement or vending machines.

We will not pay more than \$5,000 during any one **period of insurance**.

If you are insured under Section 2 – Money the benefits payable under this Extra Benefit shall not be cumulative and shall be limited to \$5,000 in the aggregate per event.

We will not pay more than 20% of the **insured amount** shown in the **schedule**.

Loss of any contents or stock which does not belong to you, or for which you are not legally responsible.

✓ What we cover

- ▼ the **business** carried on at or from the premises is the same as shown on the current **schedule**;
- ▼ only **stock** or **contents** that would have been covered if it were located at the **premises**, will be covered at the new premises; and
- ▼ the new premises has the same protection systems as are contained in the **premises**.

You must provide us with full details of the new premises. If we agree to cover **stock** or **contents** at the new premises, you must pay any additional premium we ask for.

5. Temporary removal of property

loss of or **damage** to **stock** or **contents** while temporarily removed from the **premises** or while in transit to or from the **premises** by road, railway, inland waterway or air.

6. Employee Dishonesty

To **stock** or **contents** as a direct result of **employee dishonesty** during the **period of insurance** if discovered within 31 days of the **employee dishonesty** occurring.

7. Works of art and antiques

To works of art and antiques at the **premises**.

8. Damage to a safe or strongroom

To the **safe** or **strongroom** in the **premises** as a result of attempted theft or theft of **stock** kept inside the **safe** or **strongroom**.

✗ What we exclude

Stock which consists of tobacco, tobacco products, cigars, cigarettes or alcoholic beverages.

We will not pay any benefit if:

- ▼ you have owned or leased the new premises for more than 30 days; or
- ▼ we have not agreed to cover the new premises under this policy.

We will not pay more than 20% of the **insured amount** for **stock** or **contents** shown in the **schedule**.

We will not pay for:

- ▼ Theft from an unattended vehicle, unless all of the doors and windows of the vehicle are closed and locked any alarm or immobiliser are activated; or
- ▼ Theft from the open air or from an open vehicle;

Stock or **contents** which has been removed for more than ninety (90) consecutive days, unless a longer period has been agreed in writing.

Loss due to dishonesty or insolvency of persons to whom the goods are entrusted.

We will not pay more than \$5,00 for any one **event**.

We will not pay any claims if you are insured under Section 4 – Employee Dishonesty.

We will not pay more than \$20,000 for any one item.

If you are insured under Section 2 – Money and you are entitled to claim for damage to the **safe** or **strongroom** under that section, we will not pay any claim under this Additional Cover.

What we pay for loss of your contents or loss of or damage to buildings

If we agree to pay a claim for **loss** of or **damage** to your **contents, buildings** or other **property** (but excluding **stock**) we will pay, at our option, the costs to replace or repair your **contents, buildings** or other **property** (excluding **stock**) so that it is returned as far as possible, to its condition and extent when new.

What we pay for loss of stock

If we agree to pay a claim for **loss** of your **stock** we will pay the costs necessary to repair or replace the **stock** lost, to a condition substantially the same as, but not better or more extensive than, its condition at the time the **loss** occurred, taking into account, depreciation, wear, tear, deterioration and whether the **stock** is obsolete.

Limits to what we pay

The most we will pay for **cigarettes and liquor** is the amount shown for “cigarettes and liquor” in the **schedule**.

The most we will pay for other **stock in trade** and **contents** is the amount shown for “stock in trade and contents” in the **schedule**.

We will increase the **insured amounts** shown in the **schedule** during the **seasonal increase periods** by 50%.

Additional limits to what we pay

Where a limit is stated as a dollar amount in this section, that limit may be increased if your insurance intermediary requests a higher limit and we agree to this. Additional premium applies.

If a limit in this section is increased, the additional amount we will pay in respect to that limit will be shown on your **schedule**. This amount is in addition to the relevant limit stated in this section.

For example, for extra benefit 4, “rewriting of documents” the most we will pay for this benefit is \$25,000. However, if your **schedule** shows an additional limit of \$50,000, the most we will pay under this extra benefit is \$75,000 (\$25,000 + \$50,000).

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Section 1C – Glass

This section covers loss of or damage to glass windows, signs and showcases at your premises. An insured event does not include the items, events or circumstances set out beside the event in the “What we exclude” column.

You can claim for loss of or damage to your glass or signs as described under “What we cover” if:

- ✓ “Glass” is shown under “What’s Covered” in the schedule;
- ✓ the insured event occurs during the period of insurance;
- ✓ the loss or damage is not excluded under the “What we exclude” column of this section; and
- ✓ the loss or damage is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover
<p>1. Loss of or damage to:</p> <ul style="list-style-type: none"> ▼ glass; or ▼ signs; <p>at your premises.</p>
<p>Extra Benefits</p> <p>If we agree to pay a claim for an insured event under this section, we will also pay for:</p>
<p>1. Removal of Frames</p> <p>The cost of the removal or replacement of any frames, fixtures, fittings or other obstruction at your premises that is necessary in order for reglazing to be undertaken.</p>
<p>2. Replacement Signwriting</p> <p>The cost of replacing any signwriting, ornamentation or burglar alarm tape, wiring, security film or sensors on the glass.</p>
<p>3. Boarding Up</p> <p>The cost of temporary shuttering, boarding up or securing your stock and contents exposed pending replacement of the glass.</p>
<p>4. Window Tinting</p> <p>The cost of replacing any window tinting or window tinting film.</p>
<p>5. Damage to Showcases and frames</p> <p>Loss of or damage to your showcases, counters, frames or fittings.</p>
<p>6. Damage to Tiled Shopfronts</p> <p>The cost of repairing tiled shopfronts where they are damaged by broken glass.</p>

✗ What we exclude
<p>Loss of or damage as a result of breakage arising directly or indirectly from a fire or flood.</p> <p>Loss of or damage occurring while in transit or whilst being fitted into position or removed from its fitting.</p>
<p>We will not pay more than \$8,000 in total for Extra Benefits 1 to 7 for any one event. These Extra Benefits are payable in addition to the insured events.</p>

✓ What we cover

7. Window frames

The cost of repairing or replacing window frames or modifications in compliance with the minimum statutory requirements.

8. Damage to window displays

Loss of or **damage** to your window displays or **stock** by broken **glass** including the cost of cleaning and the removal of any debris.

✗ What we exclude

We will not pay more than \$8,000 for any one **event**.

What we pay for loss or damage to glass and signs

If we agree to pay a claim for **loss** of or **damage** to **glass** or **signs** we will at our option repair or replace the damaged **glass** or **sign** or pay the cost of repairing or replacing the damaged **glass** or **sign** with **glass** or **sign** of a similar manufacture and quality.

Additional expense of complying with statutory requirements

If it is necessary to replace the **glass** or **sign** with a different type in order to comply with a compulsory requirement from a Statutory Authority, we will pay these additional costs in order for you to comply. We will not pay to comply with any requirements that were issued prior to the **loss** or **damage** occurring.

Limit to what we pay

The most we will pay in respect of **loss** of or **damage** to **signs** is \$8,000 in any one **period of insurance**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Worked dollar example

The following worked dollar examples are designed to assist persons insuring a **home building** to understand some of the important benefits in this policy and how claims are calculated for **home buildings**. The examples do not cover all scenarios or all benefits and do not form part of your policy terms and conditions. The following should be used as a general guide only. You should consider all examples as each example covers different benefits and scenarios.

*You have cover for a building that is used as both a newsagency and their residence. For this reason it is a **home building**. You have cover on a replacement value basis. The excess is \$100. The window glass in the newsagency is damaged after a rock is thrown through it. We assess the cost of replacing the glass to be \$2000.*

How much we pay		Further information
Cost of repairs	\$2,000	We pay the replacement value of the glass.
Sign writing	+\$1000	The damaged window had signage painted on it. We assess the cost of re-painting the signage to be \$1000. The limit for this benefit is \$8,000, so we pay \$1000.
Less excess	- \$100	We deduct this from the amount we pay. We may require you to pay this amount directly to the glass repairer.
Total claim	\$2,900	We would normally pay the total claim amount directly to the glass repairer.

Section 1D – Breakdown of Machinery, Boilers & Pressure Plant, Computers and Electronic Equipment

This section covers the breakdown of machinery (including boilers and pressure plant), computers and electronic equipment at your premises. An insured event does not include the items, events or circumstances set out beside the event in the “What we exclude” column.

You can claim for **loss** or **damage** as described under “What we cover” to an item of:

- ▼ **machinery**, if “machinery breakdown” is shown in the **schedule**;
- ▼ **computer equipment** shown in the **schedule** under “computer breakdown”; or
- ▼ **electronic equipment** shown in the **schedule** under “electronic equipment”;

if:

- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

Breakdown occurring at your **premises** of or to any **machinery, computer equipment** or **general electronic equipment** which requires repair or replacement before it can continue operating normally.

✗ What we exclude

The cost of repair or replacement of **expendable items**.

Breakdown caused by any crack, fracture, blister, lamination, flaw or grooving which has not penetrated completely through the entire thickness of the material of the **machinery**.

The costs incurred in repairing wear and tear or gradual deterioration including:

- ▼ wear and tear due to normal operation;
- ▼ wearing or wasting away of material caused by normal operation or resulting from atmospheric conditions, rust, erosion, or oxidation;
- ▼ **damage** to a safety or protective device caused by its own operation;
- ▼ the chipping or scratching of painted or polished surfaces; or
- ▼ slowly developing deformation or distortion.

The cost of carrying out of normal maintenance, such as the tightening of loose parts, recalibration or adjustments.

Breakdown of **machinery computer equipment** or **general electronic equipment** which you knew or reasonably should have known to be defective before the **breakdown** occurred.

Loss of use or consequential loss of any kind.

✓ What we cover

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Extra Benefits

If we agree to pay a claim for an **insured event**, under this section we will also pay for:

1. Loss of or damage to property caused by flying fragments

Loss of or damage to other property that results from flying fragments from the broken **machinery, computer equipment or general electronic equipment**.

2. Costs of joints, gaskets, drivebelts

The reasonable costs of replacing joints, gaskets, seams, drivebelts, filters, chains, brickwork, foundation or refractories, seals, shaft seals, flexible drives or flexible pipes, soft rollers, refrigerant, brine or other transfer media which are necessary for the repair.

✗ What we exclude

Breakdown caused by explosion, other than:

- ▼ the sudden and violent rending of any **boilers and pressure plant or pressure pipe systems** by force of internal fluid pressure of ignited flue gases, but excluding other chemical action; or
- ▼ the bursting or disruption of turbines, compressors, engine cylinders, hydraulic cylinders, flywheels or other parts subject to centrifugal force, transformers, switches or oil immersed switch gear.

Breakdown caused during the course of maintenance, inspection, repair, alteration, modification or overhaul.

Breakdown caused during installation, erection or relocation.

Breakdown to foundations, brickwork, and refractory materials other than as a result of **breakdown**.

Breakdown arising out of plant being subjected to tests involving abnormal stresses or arising out of plant being deliberately overloaded.

Breakdown caused by a deliberate act, neglect or omission on your part.

Breakdown for which the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement.

The cost of alterations, improvements or overhauls unless it is required for the repair or replacement.

The costs associated with modifying the **machinery** so that it operates with a more ozone friendly refrigerant gas as required by the **UNEP**.

Breakdown as a result of dual lifting.

Air conditioners unless your **schedule** shows they are covered.

Extra Benefits 1 and 2 are included in the insured amount for the breakdown of machinery, computer equipment or general electronic equipment .
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✓ What we cover

3. Additional costs

The reasonable costs of:

- ▼ hiring temporary replacement **machinery, computer equipment** or **general electronic equipment**;
- ▼ effecting temporary repairs;
- ▼ overtime work required for carrying out the repairs; or
- ▼ express freight services; and consultants fees.

Additional Cover

The cover provided by Section 1D - Breakdown of Machinery, Boilers & Pressure Plant, Computers and Electronic Equipment is extended to cover the following **loss** or **damage** in the **period of insurance**:

1. Laptop computers, notebooks, or mobile electronic equipment away from premises.

Breakdown of your laptop **computer equipment** or **mobile electronic equipment** anywhere in Australia if:

- ▼ either Computer Breakdown or General Electronic Equipment Breakdown, as applicable, is shown under "What's covered" in the **schedule**; and the item is specified in the **schedule** under Section 3 Portable and Valuable Items.

✗ What we exclude

We will not pay more than \$25,000 in total for these additional costs for each **event**.

What we pay

If we agree to pay a claim for **breakdown of machinery, computer equipment** or **general electronic equipment** we will at our option repair, rebuild or replace any damaged item or pay for the cost of repairing, rebuilding or replacing.

If we agree that you can carry out the repairs at the **premises** or at a workshop owned by you, we will pay the actual costs of materials and wages incurred plus a reasonable overhead mark-up, provided that a qualified person carries out the repairs.

If it is necessary to replace parts that are unavailable, we will not pay more than the estimated cost of similar parts currently available. If similar parts are unavailable, we will not pay more than the manufacturers, or suppliers, latest list price.

If the work of repairing, rebuilding or replacing the item is not commenced and carried out within a reasonable time period, we will not be liable to pay more than the cost necessary to repair, rebuild or replace the item at the time the **breakdown** occurred.

Where the **breakdown** is confined to a part of a machine or structure, we will not pay more than the cost of repairing or replacing that part plus the cost of dismantling and erecting the structure.

Depreciation applied for replacement of computers

If we decide to pay you the cost to replace a laptop computer, notebook or desktop computer rather than repair it, we will apply depreciation based on the age of the computer, but not as a result of improvements in technology or functionality.

We will apply depreciation at the rate of 10% per annum for each year from the date of manufacture, subject to a maximum reduction of 80% of the installed current replacement cost.

Limit to what we pay

The most we will pay for **breakdown** of:

- ▼ **machinery** is the 'Machinery Breakdown' **insured amount**;
- ▼ **computer equipment** is the 'Computer Breakdown' **insured amount**; and
- ▼ **general electronic equipment** is the 'General Electronic Equipment Breakdown' **insured amount**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Section 1E – Restoration of Computer Data

You can only be covered under this section if you also have cover under section 1D. This section covers the rewriting of your computer records following a breakdown of the computer which we have agreed to pay a claim 1D –Breakdown of Machinery, Boilers & Pressure Plant, Computer and Electronic Equipment Breakdown.

You can claim for **loss** or **damage** to **electronic data** stored on **computer equipment** as described under “What we cover” if:

- ✓ we have agreed to pay a claim under Section 1D for repair or replacement of the **computer equipment**;
- ✓ the data is lost as a direct result of the **breakdown** covered for under Section 1D;
- ✓ “Restoration of Computer Data” is shown under “Computer Breakdown” in the **schedule**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

The costs of restoring the **electronic data** stored on **media** lost or distorted as a result of **loss** of or **damage** to the **computer equipment**.

✗ What we exclude

Loss or distortion of **electronic data** due to defects in the **media**.

Any consequential loss.

Restoration of **electronic data** other than that required after the most recent functional back-up.

The cost of restoration of **electronic data** created more than thirty (30) working days before the **loss** or **damage** took place.

Loss or **damage** of **electronic data** caused by a **computer virus**.

What we will pay for Restoration of Computer Data

If we agree to pay a claim, we will pay the costs incurred in restoring the lost or distorted **electronic data**.

Limits to what we pay

We will not pay more than the **insured amount** shown in the **schedule**.

Section 1F – Computers

– Increased Costs of Working

You can only be covered under this section if you also have cover under section 1D. This section covers the increased costs which you may incur, such as the hiring of alternative computers, following the breakdown of computers which we have agreed to pay a claim for under section 1D – Breakdown

You can claim for increased costs of working as described under “What we cover” if:

- ✓ we have agreed to pay a claim under Section 1D for repair or replacement of **computer equipment**;
- ✓ the increased costs of working are a direct result of the **breakdown** claimed for under Section 1D;
- ✓ we agree in advance to pay the increased costs of working;
- ✓ “Increased costs of working” is shown under “Computer Breakdown” in the **schedule**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section;
- ✓ you using the insured computers or peripheral equipment; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

The increased costs of operating your **business** following **breakdown** of the **computer equipment**, including:

- ▼ hiring computers;
- ▼ transport costs;
- ▼ additional personnel; or
- ▼ working at off-site back up facility as a direct result of,

✗ What we exclude

Costs incurred in respect of the first 2 working days following the **event** that caused the **loss** or **damage** to your computer.

Fines or liability incurred for breach of contract or for late or incomplete orders; or for any **loss** of bonus or any kind of penalties.

Any increased costs that are not necessary and reasonable to minimise any interruption to the **business**.

Any consequential loss.

Costs incurred after 90 days from the date of **loss** or **damage**.

Expenses that are incurred in the replacement of the **media**.

The cost of reinstating the **electronic data** contained on the **media**.

What we will pay for Computer Breakdown Increased Costs of Working

If we agree to pay a claim, we will pay the actual amount of the increased costs of working, less the charges and expenses of the **business** that cease or are reduced as a consequence of the **loss** or **damage**.

Limits to what we pay

We will not pay more than the **insured amount** shown in the **schedule**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Section 1G – Deterioration of Stock

This section covers the deterioration of chilled, refrigerated or frozen stock, following the breakdown of the freezer or refrigerated unit that they are kept in. An insured event does not include the items, events of circumstances set out beside the event in the “What we exclude” column.

You can claim for **loss** or **damage** as described under “What we cover” if:

- ✓ “Deterioration of Stock” is shown under “What’s Covered” in the **schedule**;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

Loss of or damage to stock at your premises caused by one or more of the following:

1. A change in temperature as a result of:
 - ▼ breakdown of the refrigeration or freezer unit in which the refrigerated **stock** is kept;
 - ▼ malfunctioning or failed thermostats, pressure controls, or limiting, controlling or protection devices;
 - ▼ accidental failure of supply services; or
 - ▼ sudden leakage of refrigerant from the **machinery** or **pressure pipe systems**.
2. Contamination of the refrigerated **stock** by leakage of refrigerant.

Additional Cover

The cover provided by Section 1G – Deterioration of Stock is extended to cover:

1. **Prevention of imminent damage**

The reasonable costs incurred by you to prevent or minimise the **loss** of or **damage** to **stock** such as the hire of temporary equipment, if deterioration occurs or is likely to occur, caused by either of the **insured events**.

✗ What we exclude

Any consequential loss.

Damage resulting from a supply authority intentionally interfering with the public supply service, unless this is done to safeguard life or any part of the public supply.

Damage resulting from any scheme of rationing which is not necessitated solely by damage to the generating or supply equipment of a supply authority.

Damage caused by disease, improper storage, damaged packaging material or inadequate ventilation.

Damage to refrigerated **stock** that is alive or of a bacterial nature.

Loss of or damage to refrigerated **stock** stored in mobile **machinery** or **pressure pipe systems**.

Loss of or damage to refrigerated **stock** which has exceeded its use by date.

What we will pay

If we agree to pay for a claim for deterioration of refrigerated **stock**, we will at our option, pay the cost of replacing the refrigerated **stock** or replace that **stock**.

We are not liable to pay more than the purchase price you paid for the goods, together with any handling costs you incurred.

If deterioration occurs or is likely to occur to **stock** by either of the **insured events**, we will also pay the reasonable costs incurred by you to prevent or minimise the **loss** of or **damage** to **stock**.

Limit to what we pay

The most we will pay is the **insured amount** shown in the **schedule**.

During the **seasonal increase periods** we will increase the **insured amount** shown in the **schedule** by 50%.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Section 2 – Money

This section covers the loss of or damage to your business’s money from a wide variety of causes such as theft, armed hold up, or fire. The money may be in transit or at your premises. An insured event does not include the items, events or circumstances set out beside the event in the “What we exclude” column.

You can claim for **loss** of or **damage** as described under “What we cover” if:

- ✓ “Money” is shown under “What’s Covered” in the **schedule**;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** occurs in Australia or its external territories;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

Loss of or damage to:

1. Money

in your custody or in the custody of persons authorised by you while it is:

- (a) in transit to or from the **premises**,
- (b) held in a night safe until removed by a bank employee; or
- (c) withdrawn for wages and salaries, but before it has been paid to **employees**.

We will also cover the **loss** of or **damage** to the cash carrying bag that results from theft in transit.

- 2. **Money** on the **premises** during **business hours**.
- 3. **Money** while locked in an **ATM, safe or strongroom** on the **premises**.
- 4. An **ATM, safe or strongroom** on your **premises**.
- 5. **Money** while it is in your private residence or the private residence of a person authorised by you.
- 6. **Money** on the **premises** outside of **business hours** and not in an **ATM, safe or strongroom**.

Extra Benefits

If we agree to pay a claim for an **insured event**, under this section we will also pay for:

1. Clothing and personal effects

Loss of or damage to the **personal effects** of your directors, officers and **employees** during a theft or attempted theft of **money**.

2. Replacement of locks

The cost of replacing locks, keys or combination locks that are used to lock your **ATM, safe or strongroom** which are stolen, **damaged**, lost or copied.

✗ What we exclude

Loss from an unattended vehicle.

Loss from a bank night safe after the usual closing time of the bank, on the day following the deposit.

Shortages resulting from clerical or accounting errors or **loss** due to errors in receiving or paying out.

Loss not discovered within 7 (seven) workings days of the **loss** occurring.

Any act of fraud or dishonesty by you or by any **employee**.

Loss from an **ATM, safe or strongroom** opened by a key or by use of a combination, either of which had been left on the **premises** outside **business hours**.

Loss of money when the **premises** are left unoccupied unless any burglar alarm system which protects the **premises** is:

- ▼ operative during the period the **premises** are left unoccupied; and
- ▼ maintained in good working condition.

We will not pay for more than \$3,000 for **money** in a private residence, plus any additional amount shown on the **schedule**.

We will not pay for more than \$3,000 for **Money** on the **premises** outside of **business hours** and not in an **ATM, safe or strongroom**, plus any additional amount shown on the schedule.

We will not pay more than \$5,000 for any one person’s **personal effects**, and \$10,000 for any one **event**.

We will not pay more than \$5,000 during any one **period of insurance**.

If you are insured under Section 1B – Theft the benefits payable under this extra benefit shall not be cumulative and shall be limited to \$5,000 in the aggregate per **event**.

✓ What we cover

3. Temporary Protection

The costs necessarily and reasonably incurred by you in effecting temporary protection and the employment of guards or watchman to safeguard the **money** at the **premises** as a result of theft or attempted theft and that is covered under this section.

4. Security Film

The cost of developing the film of security cameras following **loss**.

5. Funeral Expenses

Any burial or cremation costs if any director, employee, officer or business partner sustains a fatal injury provided:

- (a) their death directly results from an assault that occurs during a theft or attempted theft of **money** owned by you or for which you are legally responsible; and
- (b) the death occurs within 6 months of the assault.

Additional covers

The cover provided by Section 2 Money is extended to cover:

1. Employee Dishonesty

Loss of money as a direct result of **employee dishonesty** during the **period of insurance** if discovered within 31 days of the **employee dishonesty** occurring.

For the purpose of Additional Cover 5, the **insured event** exclusion "Any act of fraud or dishonesty by you or by any **employee**," does not apply where the **loss of money** is by an **employee**.

2. Travellers' money

Loss of money during the **period of insurance** in your custody, or in the custody of an **employee**, whilst travelling on **business** anywhere in the world.

3. Counterfeit Money

The **loss** sustained by you due to the acceptance in good faith of counterfeit Australian currency notes during the **period of insurance**.

4. Fraudulent Use of Transaction Cards

The **loss** sustained by you arising from the fraudulent use of any transaction cards belonging to the business that you are liable for during the **period of insurance**.

✗ What we exclude

We will not pay more than \$10,000 for any one **event**.

If you are insured under Section 1B – Theft the benefits payable under this extra benefit shall not be cumulative and shall be limited to \$5,000 in the aggregate per **event**.

If you are insured under Section 1B – Theft the benefits payable under this extension shall not be cumulative.

We will not pay more than \$10,000 to the estate of each person.

We will not pay if the **loss** or **damage** is excluded by any of the exclusions in section 2 or the General Exclusions.

We will not pay more than \$5,000 for any one **event**.

If you are insured under Section 1B – Theft the benefits payable under this extra benefit shall not be cumulative and shall be limited to \$5,000 in the aggregate per **event**.

We will not pay any claims if you are insured under Section 4 – Employee Dishonesty.

We will not pay more than \$5,000 in total for any one **event**.

We will not pay more than \$750 in any one **period of insurance**.

We will not pay for more than \$1,000 for the fraudulent use of your business' financial transaction cards.

We will not pay for consequential loss of any kind.

We will not pay unless you have complied with all of the requirements and conditions of use of your card including any conditions in respect of unauthorised use.

We will not pay if there is other insurance in place which covers this loss.

What we pay

If we agree to pay a claim for **loss** of or **damage** to **money** (other than certificates of stock, bonds, coupons and all other types of securities or travellers cheques) we will pay the amount of **money** lost or damaged.

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

- ▼ if the securities can with our approval be replaced, the cost of replacement paid or payable by you; or
- ▼ otherwise, the greater of:
 - ▼ the price for which you purchased them, or
 - ▼ the closing market value on the last business day prior to the date of discovery by you of the **loss** or destruction of the securities, or if the time of discovery by you is after the close of the market, their closing market value on the day of discovery by you.

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

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

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

Limits to what we pay

The most we will pay for **loss** or **damage**

- ▼ for **money** in transit, is the money in transit **insured amount**
- ▼ for **money** on the **premises** during business hours, is the money on the premises during business hours **insured amount**
- ▼ for **money** in a locked **ATM, safe** or **strongroom** outside business hours, is money in a locked safe outside business hours **insured amount**
- ▼ **money** on the **premises** outside business hours is, \$3,000 plus any additional amount shown on the schedule.
- ▼ money in a private residence is \$3,000 plus any additional amount shown on the schedule.

Additional limits to what we pay

Where a limit is stated as a dollar amount in this section, that limit may be increased if your insurance intermediary requests a higher limit and we agree to this. Additional premium applies.

If a limit in this section is increased, the additional amount we will pay in respect to that limit will be shown on your **schedule**. This amount is in addition to the relevant limit stated in this section.

For example, for extra benefit 2, "replacement of locks" the most we will pay for this benefit is \$5,000. However, if your **schedule** shows an additional limit of \$10,000, the most we will pay under this extra benefit is \$15,000 (\$5,000 + \$10,000).

Increased insured amounts for seasonal increase periods

We will increase the **insured amount** for **money** shown in the **schedule** by 50% during the **seasonal increase periods** for:

- ▼ "money in transit";
- ▼ "money on the premises during business hours";
- ▼ "money on the premises outside business hours";
- ▼ "money in a private residence" and
- ▼ "money in a locked safe or strongroom".

Increased insured amounts for any long weekend

We will increase the **insured amount** shown in the **schedule** for:

- ▼ "money in transit";
- ▼ "money on the premises during business hours";
- ▼ "money on the premises outside business hours";
- ▼ "money in a private residence" and
- ▼ "money in a locked safe or strongroom".

by 100%, or \$75,000 whichever is the lesser, during any long weekend which occurs as a result of the government gazetted Monday or Friday as a public or bank holiday. This increase shall apply up until bank closing time on the next business day after such holiday.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Section 3 – Portable and Valuable Items

This section covers portable or valuable items that you usually carry around with you in the course of your business anywhere in the world. Please remember that any item worth more than \$2,500 must always be specified.

You can claim for **loss** or **damage** to a **specified item** or **unspecified item** as described under “What we cover” if:

- ✓ “Portable and Valuable Items” is shown under “What’s Covered” in the **schedule**;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded by any of the exclusions under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

Loss of or damage to any specified item or unspecified item.

✗ What we exclude

Any **loss** or **damage** caused by:

- ▼ the sea;
- ▼ **flood**;
- ▼ earthquake, subterranean fire or volcanic eruption;
- ▼ spontaneous combustion, fermentation or heating;
- ▼ persons taking part in riots or civil commotion;
- ▼ wear and tear, atmospheric conditions, mildew, corrosion, disease, fading, rusting or other forms of oxidation;
- ▼ vermin or insects;
- ▼ scratching, denting, chipping or any other aesthetic defects that do not affect the operation or function of the **specified item** or **unspecified item**;
- ▼ theft from an unattended vehicle unless all of the doors and windows of the vehicle are closed and locked and any alarm or immobiliser is activated;
- ▼ theft from the open air or from an open vehicle;
- ▼ mechanical or electrical breakdown or derangement;
- ▼ faulty materials, faulty workmanship or latent defect;
- ▼ delay, confiscation or detention by customs or other lawful authority;
- ▼ theft committed by any person whilst lawfully at your **premises**.
- ▼ **Loss of or damage** to any item, exceeding \$2,500 unless it is a **specified item**.
- ▼ **Loss of or damage** to a tool of trade while it is being used.
- ▼ **Loss or damage** discovered more than thirty days after the occurrence of such **loss** or **damage**.

What we pay

If we agree to pay a claim we will, at our option, repair or replace the **specified item** or **unspecified item** or pay the cost of repair or replacement of the **specified item** or **unspecified item** to a condition substantially the same as, but not better or more extensive than, its condition when new.

Where a **specified item** or **unspecified item** forms part of a set, we will only pay for the replacement or repair of the item that is **lost** or **damaged**. We will not pay to replace the entire set.

Limits to what we pay for unspecified items

The most we will pay for **loss** of or **damage** to any **unspecified item** is \$2,500. The most we will pay for all claims for **loss** of or **damage** to all **unspecified items** during the **period of insurance** is the **insured amount** shown in the **schedule**.

Limit to what we pay for specified items

The most we will pay for a **specified item**, is the **insured amount** shown in the **schedule**.

How claims for specified items affect your insured amount

If we pay to replace a **specified item** then you have no more cover for it.

You may insure any replacement item with us if we agree to insure it, and you pay any extra premium that we ask you to.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Section 4 – Employee Dishonesty

This section of the policy covers the theft of your property or money by any of your employees either acting alone or in collusion with any others.

You can claim for **loss of property or money** following an act of **employee dishonesty** as described under “What we cover” if:

- ✓ Employee Dishonesty” is shown under “What’s Covered” in the **schedule**;
- ✓ the **loss** occurs within Australia or its external territories;
- ✓ the **loss** is not excluded by any of the exclusions under the “What we exclude” column of this section; and
- ✓ the **loss** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover
<p>Loss of property or money as a direct result of employee dishonesty if:</p> <ul style="list-style-type: none"> ▼ you are able to identify which employee is responsible; ▼ the employee dishonesty happens during the period of insurance; ▼ the employee dishonesty is discovered within 12 months of it occurring; and ▼ the loss is reported to the police immediately upon discovery and to us within 21 days.
<p>Extra Benefits</p> <p>If we agree to pay a claim under Section 4 – Employee Dishonesty, we will also pay for the following:</p>
<p>1. Accountants costs</p> <p>We will reimburse you for fees payable by you to external auditors if they are reasonably and necessarily incurred to substantiate the claim.</p>
<p>2. Costs of Recovery</p> <p>If you sustain a loss greater than the insured amount shown in the schedule for this section, we will pay for costs and expenses that you have reasonably incurred in an attempt to recover the lost property or money.</p>
<p>Additional covers</p> <p>The cover provided by Section 4 Employee Dishonesty is extended to cover the following loss or damage:</p>
<p>1. Unidentifiable employee</p> <p>If you suffer any loss of property or money as a direct result of employee dishonesty in the period of insurance but are unable to identify the specific employee whose conduct has given rise to the loss, we will pay for the loss provided that you can satisfactorily demonstrate that the loss was caused by the dishonest conduct of one or more employees.</p>

✗ What we exclude
<p>Any loss caused by a particular employee that occurs after:</p> <ul style="list-style-type: none"> ▼ you become aware of an act of employee dishonesty by that employee; or ▼ you suspect that employee has committed an act of employee dishonesty. <p>Any act of employee dishonesty committed by a person whom you knew to be dishonest.</p>
<p>We will not pay more than \$2,000 for each event.</p>
<p>We will not pay more than an additional 20% of the insured amount shown in the schedule.</p>
<p>We will not pay if the loss or damage is excluded by any of the exclusions in section 4 or the General Exclusions.</p>
<p>Any loss caused by an employee that occurs after you become aware of an act of employee dishonesty.</p>

✓ What we cover

2. Retroactive cover

If this section of the policy replaces any previous policy of Employee Dishonesty insurance carried by **you** that is terminated, cancelled or allowed to expire at the time of the replacement, we will cover any **loss** that is within the time limitations provided that:

- ▼ the **loss** would have been recoverable by **you** under the previous policy except for the fact that the time within which to discover any **loss** had expired;
- ▼ the cover we provide is limited to the **insured amount** shown in the **schedule**;
- ▼ the **loss** would have been covered under this section if this section had been in force when the acts or defaults causing the **loss** were committed;
- ▼ recovery under this section for the **loss** will not exceed the amount that would:
 - (a) be recoverable under this section had those acts or defaults been committed immediately before discovery;
 - or
 - (b) have been recoverable under the previous policy had it continued in force until the discovery of the **loss**;whichever is the lesser.

✗ What we exclude

We will not be liable for any **loss** arising from any act of dishonesty committed more than 12 months before the inception of this section of the policy.

Words with Special Meaning

The following words have the following meanings for this section only.

Word

Employee

Money

You

Meaning

- ▼ Any person engaged in the **business** under a contract of service or apprenticeship; or
- ▼ Any person whilst hired or seconded from any other party (including an agency providing personnel).
- ▼ Cash, bank notes, currency notes, negotiable cheques, negotiable securities, travellers' cheques, debit and credit card vouchers, discount house vouchers, money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, stored value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines; or
- ▼ Any superannuation fund or pension fund formed by **you** and exclusively for the benefit of **employees** but does not include any scheme that is administered by a professional funds manager.
- ▼ The policyholder named in the **schedule**; or
- ▼ Any welfare, social or sporting club formed with your knowledge and consent exclusively for the benefit of **employees** and their families.

What we pay

If we agree to pay a claim **you** must agree to withhold (to the extent **you** are allowed to by law) and to retain salary, commission, money or assets that are the property of an **employee** whose dishonesty has caused a claim under Section 4 – Employee Dishonesty. If **you** do not we may reduce the claim by the amount **you** did not retain.

If we agree to pay a claim we will:

- ▼ Pay the sum of **money** lost, and
- ▼ At our option, replace or pay the cost to replace the **lost property**.

If **money** is recovered by **you** from your **employees** after we have paid the claim, we agree that the **money** will be first applied to your **excess** and any other uninsured **loss you** have incurred and then the balance will be paid to us up to the amount we have paid including any recovery costs paid for by us.

Limits to what we pay

The most we will pay for any act or series of related acts of **employee dishonesty** is the **insured amount** shown in the **schedule** at the time the act was first committed.

The most we will pay for all claims for **employee dishonesty** during the **period of insurance** is the **insured amount** shown in the **schedule**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim **you** make.

Section 5 – Business Interruption

This section of the policy, covers a reduction in your business income as a result of damage to your property. An insured event does not include the items, events or circumstances set out beside the event in the “What we exclude” column.

You can claim for a reduction in either your **gross profit, gross income** or **weekly income** (as shown in the **schedule**) if the **business** is interrupted directly by **loss** or **damage** as described under “What we cover” if:

- ✓ Business Interruption” is shown under “What’s Covered” on the **schedule**;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the claim is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

A reduction in your **gross profits, gross income** or **weekly income** or the increased costs of working caused by one of the following:

1. Loss of or damage

Loss of or **damage** to your **property** due to an **insured event** covered under:

- ▼ Section 1A – Property Damage; or
- ▼ Section 1B – Theft; or
- ▼ Section 1C – Glass and Signs; or
- ▼ Section 2 – Money;
- ▼ Section 3 – Portable & Valuable Items; or
- ▼ any other policy insuring the same **events** and for which the insurers have admitted liability, or would have admitted liability if it was not for the application of an excess.

2. Boiler explosion

The explosion of any boiler or economiser on the **premises**.

3. Damage to the premises at an electricity, gas, water supplier or land based telecommunication installation

Damage to:

- (a) an electricity power station or sub-station; or
- (b) a gas works; or
- (c) a water or sewerage works; or
- (d) a land based telecommunications installation situated in Australia or its external territories,

caused by an **insured event** covered under Section 1A – Property Damage of this policy, where such installation supplies your **business**.

4. Prevention of access

Damage to **property** which would be covered under Section 1A – Property Damage, if:

- ▼ the **property** is in the vicinity of your **premises**; and
- ▼ the **damage** prevents or hinders access to your **premises**.

✗ What we exclude

Any claim for **weekly income** unless the period of interruption or interference has been in excess of 3 continuous days.

Any claim for **weekly income** unless the period of interruption or interference has been in excess of 3 continuous days.

Any claim for **weekly income** unless the period of interruption or interference has been in excess of 3 continuous days.

We will not pay for the first 48 hours of any such interference or interruption which occurs after the **loss** or **damage** to the property.

We will not pay more than 20% of the **insured amount** shown against **gross profits, gross income** or **weekly income** in the **schedule**.

Any claim for **weekly income** unless the period of interruption or interference has been in excess of 3 continuous days.

✓ What we cover

5. Damage to the premises of unspecified suppliers or customers

Damage to property caused by an **insured event** which would be covered under Section 1A – Property Damage:

- ▼ at the Australian premises of any customer of yours; or
- ▼ at the Australian premises of any supplier of yours which supplies you directly with manufactured goods or materials.

6. Damage within a retail complex

Damage caused by an **insured event** which would be covered under the Section 1A – Property Damage, to property in a multi-tenanted retail complex in which your **premises** are located.

7. Roads, Bridges and Railway Lines

Damage to roads, bridges and railway lines over which stock, components and materials are conveyed to and from the **premises** caused by an **insured event** which would be covered under Section 1A – Property Damage.

8. Infectious Disease, Vermin or Pests or Defective Sanitary Arrangements, Food or Drink Poisoning, Murder or Suicide

The evacuation or closure of all or part of your **premises** by any legal authority as a result of:

- ▼ the outbreak of a human infectious or contagious disease at or within a 20km radius of the **premises**;
- ▼ vermin or pests or defects in the drains or other sanitary arrangements at the **premises**;
- ▼ poisoning of customers directly caused by the consumption of food or drink provided on the **premises**;
- ▼ murder or suicide occurring in or at the **premises**; or
- ▼ shark or crocodile attack occurring within a 20 kilometre radius of the business **premises** during the **period of insurance**.

✗ What we exclude

Any claim for **weekly income** unless the period of interruption or interference has been in excess of 3 continuous days.

We will not pay more than 20% of the **insured amount** shown against **gross profits, gross income** or **weekly benefit** in the **schedule**.

Any claim for **weekly income** unless the period of interruption or interference has been in excess of 3 continuous days.

Any claim for **weekly income** unless the period of interruption or interference has been in excess of 3 continuous days.

We will not pay more than 20% of the **insured amount** shown against **gross profits, gross income** or **weekly benefit** in the **schedule**.

Any claim for **weekly income** unless the period of interruption or interference has been in excess of 3 continuous days.

We will not pay for **loss** of or reduction in your **gross profits, gross income** or **weekly income** that results from an interruption of your **business** that is directly or indirectly caused by or arises from, or is in consequence of or contributed by:

- ▼ cleaning, repairing or checking your **premises**; or
- ▼ any Quarantinable Disease (as the term is defined in the Quarantine Act (C'th) 1908 and any subsequent amendments) or Highly Pathogenic Avian influenza.

✓ What we cover
<p>9. Computer installation</p> <p>Damage caused by an insured event which would be covered under the Section 1A – Property Damage, to a computer installation, including any ancillary equipment and data processing media, utilised by you.</p>
<p>10. Documents temporarily removed</p> <p>Damage caused by an insured event which would be covered under the Section 1A – Property Damage, to any of your documents or documents held in trust by you while;</p> <ul style="list-style-type: none"> ▼ temporarily at premises in Australia, not occupied by you; or ▼ in transit to any place in Australia.
<p>11. Registered motor vehicles owned or operated by you</p> <p>Loss or damage to any registered motor vehicle or trailer owned by or operated by you, while such vehicles are at the premises or at other premises in Australia.</p>
<p>12. Transit</p> <p>Damage whilst in transit by road, rail, sea or air to any place in Australia away from your premises caused by an insured event which would be covered under Section 1A – Property Damage.</p>
<p>Extra Benefits</p> <p>If we agree to pay a claim for any insured event under this section we will also:</p>
<p>1. Professional fees</p> <p>Pay the reasonable professional fees (including those of an auditor or accountant) and other reasonable additional expenses incurred to produce or certify a claim under this section.</p>
<p>2. Departmental provision</p> <p>Apply the cover provided by this section to each department of your business, if your business is conducted in departments, and each department has trading results which are ascertainable.</p>
<p>3. Government incentives</p> <p>Pay for the reduction in the your gross profits, gross income or weekly income in relation to your business where such interference or interruption results from the loss of Government-approved incentives, subsidies or market development allowances.</p>

✗ What we exclude
<p>Any claim for weekly income unless the period of interruption or interference has been in excess of 3 continuous days</p>
<p>Any claim for weekly income unless the period of interruption or interference has been in excess of 3 continuous days.</p> <p>We will not pay more than 20% of the insured amount shown against gross profits, gross income or weekly benefit in the schedule.</p>
<p>Any claim for weekly income unless the period of interruption or interference has been in excess of 3 continuous days.</p> <p>Loss or damage to any registered motor vehicle whilst on a road.</p>
<p>Any claim for weekly income unless the period of interruption or interference has been in excess of 3 continuous days.</p> <p>We will not pay more than 10% of the insured amount shown against gross profits, gross income or weekly benefit in the schedule resulting from any one event.</p>
<p>We will not pay more than \$20,000 for any one event.</p>
<p>We will not pay more than the insured amount shown against gross profits, gross income or weekly benefit in the schedule, for all losses resulting from the same event.</p>

✓ What we cover

Optional Covers

The following covers are optional and are available if you choose them and pay an additional premium. The optional covers you have chosen will be set out in the **schedule**.

1. Outstanding Accounts Receivable

We will pay the amounts which you cannot recover from your debtors following **damage** to your debt records if:

- ▼ the **damage** is caused by an **insured event** covered under the Property Damage, Theft or Glass and Signs sections of this policy, and for which we have admitted liability, and
- ▼ as soon as possible at the end of each month, you record and store at your accountant or auditor, or alternative premises, the total of the **outstanding accounts receivable** and keep these figures for a period of 12 months.

2. Additional increased cost of working

We will pay the additional expenditure necessarily and reasonably incurred by you during the **indemnity period** for the sole purpose of resuming or maintaining normal business operations or service following **loss or damage** caused by an **insured event** that is insured under this section.

✗ What we exclude

We will not pay more than the **insured amount** for 'Outstanding Accounts Receivable' shown in the **schedule**.

We will not pay more than the **insured amount** for "Additional Increased Cost of Working" shown in the **schedule**.

What we will pay for a reduction in:

A: Gross profits

We will pay:

- (a) in respect of a reduction in **gross profit** during the **indemnity period** as a consequence of an **insured event**, the amount produced by applying the **rate of gross profit** to the shortage in **standard income** during the **indemnity period**; and
- (b) in respect of the increased costs to avoid a reduction in **gross profits** as a consequence of an **insured event** and with our consent, increased costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the shortage in **annual income**, provided the costs are less than, or equal to, the amount we would have paid by applying the **rate of gross profit** to the shortage in **standard income** during the **indemnity period**.

B: Gross income

We will pay :

- (a) the amount by which, as a consequence of an **insured event**, the **gross income** earned during the **indemnity period** falls short of the **standard income**; and
- (b) in respect of the increased costs to avoid a reduction in **gross income** as a consequence of an insured event and with our consent, increased costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the shortage in **annual income**, provided the costs are less than, or equal to, the amount we would have paid under a reduction in **gross income**.

In deciding the amount by which your **gross income** or **gross profits** have been reduced, we will:

- ▼ **Savings to the business**
reduce the amount paid by the amount saved during the **indemnity period** for expenses of the **business** which cease or are reduced as a consequence of an **insured event**.
- ▼ **Other events and trends**
take into account any events or trends which your **business** is affected by, whether before or after, the interruption took place and adjust the **standard income** accordingly to reflect the likely **gross profits** or **gross income** of the **business** during the **indemnity period**.

- ▼ **Alternative trading**
take into account, any other trading that you carry out or which is carried out on your behalf, or for your benefit at any other premises.
- ▼ **Accumulated stocks**
take into account any run down of accumulated **stock** which is carried out to postpone any reduction of **gross profits** or **gross income**.
- ▼ **New business**
if the **insured event** occurs before the end of the first financial year of your **business**, use the results of your **business** to the date of the **insured event** as the basis to settle your claim.

Limits to what we pay

The most we will pay for:

- (a) **gross profit** is the **insured amount**
- (b) **gross income** is the **insured amount**.

If your insured amount is too low

If, when the **insured event** happens, the **insured amount** is less than 80% of the **annual income**, (or its proportional amount where the **indemnity period** is greater than 12 months), then we will only pay for the pro-rata proportion of your loss of **gross profits** or **gross income** claim. What we pay for a reduction in weekly income

We will pay the same percentage of the **weekly benefit** shown in the **schedule**, as the reduction in your **weekly income** bears to the **average weekly income**. For example, if your **weekly income** is reduced by 25% when compared to your **average weekly income**, we will pay 25% of the **weekly benefit** shown in the **schedule**.

In deciding the amount your **weekly income** has been reduced we will:

- ▼ **Savings to the business**
reduce the amount paid by the amount saved during the **indemnity period** for expenses of the **business** which cease or are reduced as a consequence of an **insured event**.
- ▼ **Other events and trends**
take into account any events or trends which your **business** is affected by, whether before or after, the interruption took place and adjust the **average weekly income** of the **business** to reflect the likely **weekly income** of the **business** during the **indemnity period**.
- ▼ **Alternative trading**
take into account, any other trading that you carry out or which is carried out on your behalf, or for your benefit at any other premises when settling your claim.
- ▼ **Accumulated stocks**
take into account any run down of accumulated stock which is carried out to postpone any shortage in **weekly income**.
- ▼ **New business**
if the **insured event** occurs before the end of the first financial year of your **business**, use the results of your **business** to the date of the **loss** or **damage** as the basis to settle your claim.

Limits to what we pay

The most we will pay per week is the **insured amount** for **weekly benefit** shown in the **schedule**. We will pay for a maximum of the number of weeks shown by the **indemnity period**, for all claims made during the **period of insurance**.

Seasonal increase

We will increase the **insured amount** shown in the **schedule** for **weekly benefit** by 35% for the **seasonal increase periods**.

What we pay for outstanding accounts receivable

We will pay the difference between:

- ▼ the **outstanding accounts receivable**, and
- ▼ the total of the amount received or traced in respect of the **outstanding accounts receivable**.

We will also pay the additional expenditure incurred with our consent in tracing and establishing **outstanding accounts receivable**, after the **insured event** has occurred.

Limits to what we pay

The most we will pay is the **insured amount** for **outstanding accounts receivable** shown in the **schedule**.

If your insured amount is too low

If, when the **insured event** happens, the **insured amount** shown for **outstanding accounts receivable** in the **schedule** is less than the **outstanding accounts receivable**, then we will only pay for a pro-rata proportion of your **outstanding accounts receivable** claim.

Section 6 – Goods in Transit

This section covers loss of or damage caused to the goods you sell, buy or use in your business when they are in transit. The cover you have depends on whether you select accidental damage or limited conditions, and whether you select temperature controlled goods when you take out this insurance.

You can claim for **loss** or **damage** as described under “What we cover” or to the following goods:

- ▼ **non temperature controlled goods** if shown on the **schedule**
- ▼ **temperature controlled goods** if shown on the **schedule**
- ▼ **trade samples**
- ▼ **return goods**
- ▼ **stock transfers**
- ▼ retail and sales packaging; or
- ▼ shipping containers in your care, custody or control;

if:

- ✓ “Goods in Transit” is shown under “What’s Covered” on the **schedule**;
- ✓ the **loss** or **damage** happens during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded by the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

Loss of or **damage** to the **goods** during transit, directly caused by any of the following insured events:

1. Fire.
2. Explosion.
3. Lightning.
4. **Flood**.
5. Collision of the conveying vehicle with any external object other than the **road**, gutter, or similar surrounding surfaces.
6. Overturning, jackknifing or derailment of the land conveyance.
7. Impact of the **goods** with something that is not on or part of the conveying vehicle (but not impact of the **goods** with the **road** or surrounding areas caused by the **goods** dropping or falling from the conveying vehicle, unless caused by insured events 1 to 6 above.
8. Collision, crashing or forced landing of the conveying aircraft.
9. Jettison, washing overboard and **loss** or **damage** as a result of a general average sacrifice.
10. War or warlike activities, which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these.

✗ What we exclude

We will not pay for:

- ▼ **loss** or **damage** to **goods** that existed or occurred prior to the commencement of the **transit**;
- ▼ **loss** or **damage** caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of **transit**; or
- ▼ **loss** or **damage** to **non-temperature controlled goods** directly or indirectly as a result of mechanical, electrical or electronic breakdown or malfunction where there is no external evidence of **damage** in **transit** from an insured event;
- ▼ consequential loss or damage including loss of profits and loss of market; or
- ▼ **loss** or **damage** to livestock.

✓ What we cover

Extra Benefits

If we agree to pay a claim for **loss** or **damage** for **goods** in **transit** under this section we will also pay for the following:

1. Air freight of replacement parts

The cost of air freighting replacement parts from suppliers to the original destination, even if the original **transit** was not by air freight.

2. General average and salvage contribution

General average and or salvage contribution that you are required to pay under any Bill of Lading or similar document if the insured **transit** is by sea.

3. Clean up costs

The clean up and disposal costs at any accident any site, where you are legally or contractually obliged to pay those costs.

4. Transport and disposal costs

The reasonable costs and expenses incurred in cleaning up or decontaminating your **premises** following the delivery or return of salvaged **goods**, plus the cost of transport and disposal costs to remove those **goods**.

5. Freight and salvage charges

Any additional freight or salvage charges that you are required to pay to remove your **goods** from any accident site, including the cost of transport to forward the **goods** to their intended destination or to return the **goods** to the place from which they were despatched.

6. Minimisation costs

The reasonable costs incurred to avoid or minimise any further **loss** of or **damage** to the **goods**.

7. Buyer and seller protection

If, as a buyer or seller, you retain a contingent financial interest in the **goods** in **transit**, to the extent that:

- ▼ the **goods** are lost or damaged, and the **loss** or **damage** would be covered under this **transit** cover;
- ▼ the other party under the terms of sale is legally liable to pay you for the **goods** or for the **loss** or **damage**, but fails to do so;
- ▼ you have taken all reasonable steps to safeguard the goods and to recover payment from the other party; and
- ▼ you have not disclosed to any party interested in the **goods**, the existence of this cover;

we will insure the **goods** for **loss** or **damage** covered by the insured events detailed in this section.

✗ What we exclude

We will not pay more than \$10,000 for each **event**.

We will not pay more than \$25,000 for each **event**.

We will not pay more than \$25,000 for each **event**.

✓ What we cover

Optional Cover

The following covers are optional and are available if you choose them and pay an additional premium. The optional covers you have chosen will be set out in the **schedule**.

Accidental Damage

We will cover **loss** or **damage** to the **goods** during **transit** directly caused by any of the following additional insured events:

11. Accidental **loss** of or **damage** to the **goods** during the **transit**.
12. **Loss** or **damage** caused by strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions.
13. **Loss** or **damage** caused by malicious persons, unless caused or directed by you.
14. **Loss** or **damage** caused by insufficiency or unsuitability of packing or preparation of the **goods**, unless such was caused, directed or agreed by you.
15. Unexpected deterioration of **temperature controlled goods**.
16. **Loss** or **damage** while at any exhibition or display (other than in your owned or controlled **premises**), limited to a maximum of fourteen days.
17. If the transit is interrupted or terminated due to the insolvency or financial default of the carrier, whether or not **loss** or **damage** is caused to the **goods**, we will pay the extra costs of freight or storage to forward the **goods** to their intended destination, or to return the **goods** to the place from which they were despatched, up to a maximum of 10% of the **insured amount** of the **goods**.

✗ What we exclude

We will not pay if the **loss** or **damage** is excluded by any of the exclusions in section 6 or the General Exclusions.

We will not pay for:

- ▼ **loss** or **damage** that existed or occurred prior to the commencement of the **transit**;
- ▼ **loss** or **damage** caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of **transit**;
- ▼ **loss** or **damage** to **non-temperature controlled goods** directly or indirectly as a result of mechanical, electrical or electronic breakdown or malfunction where there is no external evidence of **damage in transit** from an insured event;
- ▼ consequential loss or damage including loss of profits and loss of market; or
- ▼ **loss** or **damage** to livestock.

We will not pay more than \$20,000 for **goods** at any one exhibition or display.

What we pay for loss of or damage to non temperature controlled goods

For loss of or damage to plant, machinery, computers and the like up to five years old

At our option we will pay:

- ▼ the cost of repairing or reinstating the **goods** to a condition equal to but no better or more extensive than when new (including the reasonable costs of any necessary overtime),
- ▼ in the case of a purchase or sale, the purchase or sale price plus the cost of packing and transport; or
- ▼ in the case of movement of return **goods** (inwards or outwards), **stock transfers**, and movement of **goods** other than for the reason of purchase or sale, the new replacement cost or, if not available, as near as possible to the same make, model and specifications as is available;

whichever is the lesser.

For loss of or damage to plant, machinery, computers and the like more than five years old

At our option we will pay:

- ▼ the cost of repairing or reinstating the **goods** to a condition equal to but no better or more extensive than its condition immediately prior to the **loss** or **damage** (including the reasonable cost of any necessary overtime),
- ▼ in the case of a purchase or sale, the purchase or sale price plus the cost of packing and transport; or
- ▼ in the case of movement of return **goods** (inwards or outwards), **stock transfers**, and movement of **goods** other than for the reason of purchase or sale, we will pay the greater of the written down book value in your books of account or the current market value whichever is the lesser.

For loss of or damage to non temperature controlled goods other than plant, machinery, computers and the like

At our option we will pay the lesser of:

- ▼ the cost of repairing or reinstating the **goods** to a condition equal to but no better or more extensive than its condition immediately prior to the **loss** or **damage** (including the reasonable cost of any necessary overtime), or
- ▼ the invoice value covering the **goods** while in **transit** (including freight if separately invoiced to the receiver of the **goods**), or if there is no invoice value, the cost of replacing the **goods** with similar **goods** of the same age and condition or as near as possible to that age and condition.

For loss of or damage to temperature controlled goods other than plant, machinery, computers and the like

We will pay the lesser of:

- ▼ the cost to re-condition the **goods** (including the reasonable costs of any necessary overtime), or
- ▼ the invoice value covering the **goods** while in **transit** (including freight if separately invoiced to the receiver of the **goods**), or if there is no invoice value, the cost of replacing the goods with similar **goods** of the same quality or as near as possible to that quality, whichever is the lesser.

Brands and labels

For any damaged **goods** bearing identifying brands or labels or other permanent markings, the **goods** may be retained by you to dispose of as you see fit, provided a reasonable allowance is agreed for the value of the **goods** and this allowance is deducted from the claim settlement. Where only the labels or packaging are affected, we will pay you only the cost to recondition or replace those labels or packaging.

Limits to what we pay

The most we will pay for:

- ▼ all **goods** in any one **conveyance** is the **insured amount** shown in the **schedule**.
- ▼ **trade samples** in **transit** in your or your **employee's** care, custody and control, is \$10,000 any one claim or series of claims arising from any one **event**.
- ▼ shipping containers in your care, custody or control, to the extent that you are legally liable to pay for any **loss** of or **damage** to them is \$20,000.

The limits shown in the **schedule** and the extra benefit limits referred to in this section apply to any one claim or series of claims arising from any one **event**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Words and phrases with Special Meaning

The following words have the following meanings for this section only.

Word	Meaning
Conveyance	Any ship, vessel, aircraft, postal service (except in the case of temperature controlled goods), rail and road vehicle used to transport the goods .
Transit	<p>The transportation of goods by a conveyance within Australia. Transit includes:</p> <ul style="list-style-type: none">▼ any period where the goods are “shut out” from the conveyance or intended destination▼ for Non Temperature Controlled Goods while in any packer’s or unpacker’s premises for a period of up to three months for the purpose of packing or unpacking. <p>Transit does not include any period of storage other than in the ordinary course of transit.</p> <p>Each insured transit commences in respect of each item of goods when the item is first moved for the purpose of loading on to the conveying vehicle for transit to a destination outside the premises.</p> <p>For Non Temperature Controlled Goods, the transit terminates when each item of goods are:</p> <ul style="list-style-type: none">▼ delivered to the intended destination either in the receiver’s premises or such other place as the receiver may instruct, or▼ seventy two hours after unloading from the final conveying vehicle, <p>whichever occurs first.</p> <p>For Temperature Controlled Goods, the transit terminates when each item of goods is delivered to the intended destination either in the receiver’s premises or such other place as the receiver may instruct, whichever occurs first.</p>

Section 7 – Legal Liability

This section covers you for your legal liability for personal injury to another person (other than employees) or damage to property owned or controlled by someone else, which happens during the period of insurance and which is caused by an occurrence in connection with the business.

You have a choice in this section. You must take public liability, and you can then choose products liability which will cover you for your legal liability for personal injury or damage to property caused by your products.

If you take products liability cover it will be shown in the schedule.

What is legal liability?

Legal liability means that a court finds, or we accept, that you are legally responsible to pay damages and additional costs for:

- ▼ **damage to property** owned or controlled by someone else; or
- ▼ **personal injury** to another person; or
- ▼ **advertising liability**

which,

- ▼ happens during the **period of insurance**;
- ▼ results from an **occurrence** in connection with the **business**;
- ▼ occurs within the **territorial limits**; and
- ▼ was not intended or expected by you.

You can claim for your **legal liability**, if:

- ✓ “Public Liability” is shown under “What’s Covered” in the **schedule**;
- ✓ it is not excluded under the “What we exclude” column of this section; and
- ✓ it is not excluded by any of the General Exclusions listed on pages 78 and 79.

✓ What we cover

We will pay a claim for **legal liability**.

✗ What we exclude

We will not pay if the **legal liability**:

Advertising Liability

- (a) results from an act, error or omission that occurs prior to the first period of insurance of this section of your policy;
- (b) results from statements made at your direction in the knowledge that such statements are false;
- (c) results from the failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- (d) results from any incorrect description of products or services;
- (e) results from any mistake in advertised price of products or services;
- (f) results from failure of your products or services to conform with advertised performance, quality, fitness or durability;
- (g) results from the export of products to or business visits by your directors executives and employees to North America; or
- (h) results from your business’s involvement in publishing, broadcasting, telecasting, internet publishing, newspaper or magazine publishing.

✓ What we cover

✗ What we exclude

Defective work

is for the cost of performing, completing, correcting or improving any work done by you, however this exclusion does not to apply in respect of claims for **legal liability** as a consequence of such defective work.

Products

is directly or indirectly due to **products** if Products Liability is shown in the **schedule** under "What's Not Covered".

Professional Duty

is directly or indirectly due to a breach of a duty owed in a professional capacity (for example the provision of professional advice or services) including any treatment prescribed or administered by you; however, this exclusion does not apply to the rendering of, or the failure to render first aid.

Weakening of support to property

is for **damage to property** (including land) which arises because of vibration to, or the removal or weakening of support to, any land or buildings.

Asbestos

is for

- (a) injury including **personal injury** arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos fibres or derivatives of asbestos; or
- (b) that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or diminution of value of, or loss of use of, property arising out of the presence of any asbestos, asbestos fibres or any derivatives of asbestos.

For the purpose of paragraph (b), damage means physical loss, damage or destruction and resultant loss of use, and property means any tangible or intangible property and includes **property**.

For the avoidance of doubt this exclusion prevails over **Additional Cover 3 Pollution**.

Loss of use

is in respect of the loss of use of tangible property which has not been physically damaged or destroyed, and which results from:

- (a) a delay in or lack of performance by you or on your behalf of any contract or agreement, or
- (b) the failure of **products** or work performed by you or on your behalf to meet the level of performance, quality, fitness or durability warranted or represented by you.

✓ What we cover

✗ What we exclude

Libel and Slander

is directly or indirectly due to the publication or statement of a libel or slander or defamation of character which is:

- (a) made prior to the commencement of the **period of insurance**, or
- (b) made at your direction in the knowledge that it was false, or
- (c) related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals, conducted by or on your behalf;

Personal injury to Employee

- (a) is for **personal injury** to any **employee** arising out of or in the course of his or her employment; or
- (b) is imposed by the provisions of any:
 - ▼ workers' compensation legislation;
 - ▼ accident compensation legislation; or
 - ▼ industrial award, agreement or determination.

Internet operations

arises directly or indirectly out of or in connection with your internet operations, other than for **personal injury** or **damage to property** arising out of any material prepared by the manufacturer in respect of product use, safety instructions or warnings which is reproduced on your website.

Work outside Australia

arises directly or indirectly out of manual work (or the supervision of manual work) carried out outside Australia and its external territories.

Punitive damages and fines

is for any amount by way of aggravated, exemplary, punitive or multiple damages, or is for fines, penalties, liquidated damages or is incurred under a penalty clause.

Infringement of copyright or patent

is for infringement of copyright or patent;

Guarantees and contracts

arises because of an undertaking, guarantee or contract entered into by you, except where

- (a) you would have had the same **legal liability** without the contract,
- (b) we have specifically allowed for it in this policy or by **endorsement**;
- (c) the **legal liability** is assumed by you under a lease or tenancy agreement for **premises** which you occupy in connection with the **business** but not for **damage to property** where such property consists of the **buildings** which are the subject matter of that lease or tenancy agreement (except as covered in the "Additional Covers" in this section); or

✓ What we cover

✗ What we exclude

- (d) the **legal liability** is assumed under a written contract with a public authority for the supply to you of water, gas, electricity or communication services; however, this exception does not apply where such contract is a contract by which you agree to perform work for or on behalf of that public authority.

Watercraft, aircraft and vehicles

is caused by or is in connection with:

- (a) the operation, ownership, possession or use by you or on your behalf of any watercraft or vessel exceeding 8 metres in length;
- (b) the ownership, legal possession, legal control or use by you or on your behalf of any **aircraft**;
- (c) the leasing, hiring or chartering of **aircraft** to or from you;
- (d) the use of any land, property or structure as an airport, **aircraft** hangar or **aircraft** landing area where such airport, **aircraft** hangar or **aircraft** landing area:
 - i. is required by law to be issued with a licence permitting regular public transport operations of **aircraft** having a maximum passenger seating capacity of more than 30; or
 - ii. has more than 1,000 flight movements per year; or
- (e) the operation ownership possession or use by you or on your behalf of any **vehicle** which is registered or required to be insured under any Commonwealth, State, or Territory legislation.

Vehicle means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual power and any trailer made or intended to be drawn by any such machine while attached to it;

Care, custody and control

is directly or indirectly due to **damage to property** belonging to you or in your care custody or control (except as covered in the "**Additional Covers**" in this section);

Sexual molestation

is caused by or arises from the molestation of, the interference with, the mental abuse or the physical abuse of any person by:

- (a) you; or
- (b) any **employee**; or
- (c) any person performing any voluntary work or service for you or on your behalf.

✓ What we cover

✗ What we exclude

Pollution

- (a) is caused by or arises directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere or any watercourse, or body of water (including groundwater); or
- (b) is in respect of costs or expenses incurred in preventing removing or cleaning up such **contaminants or pollutants** (except as covered in the "Additional Covers" in this section).

Products liability exclusions

If **Products Liability** is shown under "What's Covered" in the **schedule**:

Aircraft products

- (a) for **personal injury** or **damage to property** caused by or arising out of **products** intended specifically for and installed in or on any **aircraft** or other aerial device, or which you knew would be so installed, where such **products** are essential to the operation or navigation of an **aircraft** or other aerial device; or
- (b) arising from the repair, service or maintenance of **aircraft** or **aircraft** products or the installation of any **products** into **aircraft** unless such repair, maintenance or installation does not affect the flying capabilities or safety of the **aircraft** and this has been noted on the **schedule**.

Product recall or repair

is for the cost of recalling, withdrawing, replacing or repairing **products** or of making any refund on the price paid for **products**.

Products defects

- (a) arises from damage to your **products** if such damage arises from any defect in them or their harmful nature or unsuitability, or
- (b) arises from any defect or deficiency in your **products** of which you or your agents have knowledge or have reason to suspect at the time when your **products** pass from your actual physical custody of any person under your control.

Design, formula or specification

is for **personal injury** or **damage to property** caused by any defective design, formula or specification provided by you for a fee.

Liability by contract

arises because of an undertaking, guarantee or contract entered into by you except where such **legal liability** is assumed by you under a warranty of fitness or quality, or is implied by law, in respect of **products**.

✓ What we cover

Additional Covers

We will also pay for a claim for your **legal liability**:

1. Care custody or control

for **damage to property** in your care, custody or control in the **period of insurance** where that property consists of:

- (a) personal belongings, the personal possessions of directors, business partners, **employees** and visitors;
- (b) premises temporarily occupied premises and their contents that are not owned by you but which are temporarily occupied by you for the purpose of carrying out work in connection with the **business**;
- (c) leased premises premises (including their fixtures and fittings) which you occupy under a lease or tenancy agreement;
- (d) vehicles in a car park **vehicles** not owned by you nor used in connection with the **business** while in a car park not operated for reward and provided by you for the use of customers, visitors or **employees**; or
- (e) other property being all forms of tangible property other than land or buildings, not owned by you but in your physical or legal control, other than property referred to in sub paragraphs (a) through to (d) of this Additional Cover.

2. Non-Manual Work Worldwide Cover

which results in **personal injury** or **property damage occurring** in the **period of insurance** arising from non-manual work carried out by you anywhere in the world provided that at the time of the work being carried out, the person carrying out that work was normally resident in Australia or its external territories.

3. Pollution

personal injury or **property damage** in the **period of insurance** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** in the into or upon any property, land, the atmosphere, water course or body of water (including ground water), and where such discharge, dispersal, release or escape:

- ▼ is caused by a sudden, identifiable unintended and unexpected incident;
- ▼ takes place in its entirety at a specific point in time and place during the **period of insurance**;

✗ What we exclude

In addition to all of the previous **legal liability** exclusions, we will not pay any claims for **legal liability** for:

- (a) damage to any other property belonging to you or in your care, custody or control; or
- (b) maintenance to those premises required under your lease or tenancy agreement

✓ What we cover

- ▼ does not occur in North America or states or territories incorporated in or administered by any court in North America; and

does not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control.

We will also only pay for clean up or removal costs if they are caused by such an incident.

4. Vehicles

- (a) in relation to claims for **personal injury** occurring in the **period of insurance** arising out of an **occurrence** which is partially (to the extent of that part) or totally outside the indemnity afforded under such compulsory liability insurance as referred to paragraph (e) of the **watercraft, aircraft and vehicles** exclusion or other legislation relating to **vehicles** and where the reason the **occurrence** is outside the indemnity afforded by compulsory liability insurance or statutory indemnity does not involve a breach by you of legislation pertaining to **vehicles**;
- (b) in relation to claims for **damage to property**, arising directly out of the delivery or collection of goods to or from any **vehicle** where the **damage to property** occurs beyond the limits of any carriageway or thoroughfare;
- (c) in relation to claims for **damage to property**, arising directly out of the loading or unloading of, or the delivery or collection of goods to or from any **vehicle** used in work undertaken by or on behalf of you, or anyone covered under this section; or
- (d) in relation to **damage to property** caused by the use of any tool or plant forming part of or attached to a **vehicle**.

5. Representation costs

We will pay the costs of representing you at an inquest or in any court of summary jurisdiction relating to an **occurrence** which may give rise to your being liable, if you have notified us in advance and we have given our prior written consent to your incurring these costs.

6. Cover for other people

The term "you" shall be extended to include:

- ▼ your personal representatives in the event of your death,
- ▼ any director, business partner, executive officer, shareholder or **employee** of yours,
- ▼ any official, committee or member of your own canteen, sports, social, free child care facilities or welfare organisations, and any member of your own fire, first aid, medical or ambulance services,

✗ What we exclude

✓ What we cover

- ▼ any director, business partner or senior executive of yours in respect of private work undertaken by any **employee** for such director, business partner or senior executive and any **employee** whilst actually undertaking such private work,
- ▼ any principal of yours, in respect of the vicarious liability of such principal for your acts or omissions arising out of the performance by you of any contract or agreement for the carrying out of work or services in connection with the **business**, but only to the extent required by such contract;
- ▼ any company acquired by, and whose operations are controlled and managed by a person or organisation shown in the current **schedule** during the **period of insurance** as a result of consolidation, merger or purchase; or
- ▼ any subsidiary entity that is incorporated by a person or organisation shown in the **schedule** or by a company referred to in the point above during the **period of insurance** provided that any such acquisition or incorporation:
 - (a) is notified to us within 90 days of it being effected;
 - (b) is of the same type of **business** as the **business** in the **schedule**;must be incorporated within Australia or its external territories.

7. Cover for other activities

The term **business** shall be extended to include:

- ▼ private work undertaken by an **employee** for any of your directors, business partners or senior executives;
- ▼ the provision of your own sports, social, free child care facilities, and welfare organisations;
- ▼ the provision of your own fire, first aid, medical and ambulance services;
- ▼ the carrying out of construction, erection, alterations or additions, repairs, maintenance, or demolition to or of **buildings** owned or occupied by you and shown in the **schedule** up to \$500,000;
- ▼ the provision of food or beverages to **employees** or visitors for consumption on the **premises**; and
- ▼ the deeming of you to be a manufacturer of **products** by operation of a law of Australia or its external territories; and
- ▼ the ownership, possession or use of free standing advertising signs, tables, and chairs sited on pavements in accordance with local authority requirements.

✗ What we exclude

✓ What we cover

8. Joint insureds – claims

Where you are comprised of more than one party we will deal with any claim as though a separate policy had been issued to each one of those parties, provided that nothing in this clause shall operate to require us to pay more than the **insured amount** shown in the **schedule**.

We agree to waive all rights of subrogation or action which we may have against any such entity in relation to matters covered by this section.

✗ What we exclude

What we pay

If we agree to pay for a claim for **legal liability**, we will pay the relevant damages and **additional costs**.

Limits to what we pay

The limits set out below (for each **occurrence** or series of **occurrences**, and the total limits for the **period of insurance**) are subject to the following proviso.

Public liability

Subject to any other limit set out below, we will pay up to the **insured amount** in the **schedule** for damages for any one occurrence or series of occurrences due to, or arising out of, any one source or original cause. We will pay **additional costs** in addition to the **insured amount**.

Products liability

For claims arising out of **products**, we will pay up to the **insured amount** in the **schedule** for damages in respect of any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause, and limited in total in any one **period of insurance** to that **insured amount**. We will pay **additional costs** in addition to the **insured amount**.

Pollution (Additional Cover 3)

For all claims under Additional Cover 3 "Pollution" we will pay up to the **insured amount** shown in the **schedule** for damages and clean up costs or removal costs arising from any **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause that occurs during any one **period of insurance**. We will pay **additional costs** in addition to the **insured amount**.

Property in care, custody or control (Additional Cover 1)

For claims in respect of **damage to property** described in Additional Cover 1 (a) to (d), we will pay up to the **insured amount** shown by "Public Liability" in the **schedule** for any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause.

For claims in respect of **damage to property** described in Additional Cover 1 (e), we will pay up to \$250,000 or the **insured amount** shown by "Care custody or control" in the **schedule** whichever is the greater for any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause. We will pay **additional costs** in addition to the **insured amount**.

North America (Additional Benefit 2)

We will pay up to the **insured amount** shown in the **schedule** in total for all damages and **additional costs** for any one **occurrence** which results in a **legal liability** in the United States of America or the dominion of Canada, their territories or protectorates or any other territory subject to the laws of the United States of America or the Dominion of Canada. The **additional costs** are included in the **insured amount**.

Our right to pay the full limit at any time

In respect of any claim we may pay to you the **insured amount** shown in the **schedule** (less any sums already paid or incurred) or any lesser amount for which the claim can be settled. We will then relinquish control of any such claim and be under no further liability for the claim.

Contribution to costs

If we have not exercised our right under "Our right to pay the full limit at any time", our liability to pay **additional costs** where any sum or sums exceeding the relevant **insured amount** have to be paid shall be limited to such proportion of the said **additional costs** as such **insured amount** bears to the amount paid to resolve the claim.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make for **legal liability**.

Section 8 – Tax Probe[®]

This section covers the professional fees such as accountant's fees incurred by you in connection with an audit of your business's financial or tax affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory department, body or agency.

You can claim for **professional fees** as described under "What we cover" if:-

- ✓ "Tax Probe[®]" is shown under "What's Covered" in the **schedule**;
- ✓ the audit was commenced and is notified to us during the **period of insurance**;
- ✓ the claim is not excluded under the "What we exclude" column; and
- ✓ the claim is not excluded under the General Exclusions listed on pages 78 and 79.

✓ What we cover

Audits

Following the completion of an **audit** we will pay for the **professional fees** reasonably and necessarily incurred by you in connection with the **audit**, provided that you;

- ▼ lodge taxation and other **returns** and pay all taxes within three months of the time limits prescribed by statute or, if an extension is granted by the **auditor**, within the further period granted;
- ▼ respond to letters, requests and enquiries from the **auditor** within a reasonable time; and
- ▼ make full and complete declarations of all relevant liabilities, income and capital gains derived by you and of all Commonwealth, State or Territory taxation liabilities due to be paid or remitted by you during each year of income covered by this policy, and all deductions including capital losses or other amounts claimed by you in respect of the same period.

For the purpose of this section:

- (a) the **audit** commences at the time you or your **professional adviser** first receive notice that the **auditor** proposed to conduct an **audit** and is completed when:
 - (i) the **auditor** has given written notice to that effect;
 - (ii) the **auditor** notifies you that it has made a **concluded decision** about your **returns**;
 - (iii) when the **auditor** has issued an assessment or amended assessment of your returns; or
 - (iv) in the absence of (i), (ii) or (iii) where your **professional adviser** declares in writing that such an **audit** has been concluded.
- (b) "You" includes any company, firm, partnership or trust in which you hold a 50% or more ownership, interest or shareholding.

✗ What we exclude

We will not pay:

- ▼ in respect of any **audit** where a **return** has been lodged:
 - i. more than three months after the lodgement date prescribed; or
 - ii. after the date prescribed by an authorised extension;
- ▼ if the **audit** is conducted by the Australian Prudential Regulation Authority;
- ▼ in respect of any **audit** where a **return** has been prepared lodged or submitted dishonestly or fraudulently, and where the supporting documents have been falsely created or collected;
- ▼ in respect of any **audit** where the Australian Taxation Office imposes final-culpability penalties at greater than 40%, or where another **auditor** assesses your behaviour as being a case of deliberate evasion or recklessness;
- ▼ in respect of any routine enquiries, or enquiries from the **auditor** which are not identified as being either preliminary to, or relating to an **audit** of a **return**;
- ▼ for **professional fees** that are:
 - i. associated with any criminal prosecution;
 - ii. associated with any **return** lodged outside Australia, its states or territories;
 - iii. in respect of any person or organisation ordinarily resident outside Australia, its states or territories;
 - iv. incurred for, or are ordinarily associated with the preparation of your accounts, **returns**, taxation and financial records or advice which should have been incurred or ordinarily would have been incurred for work done prior to or as part of the preparation of your accounts, **returns**, taxation and financial records prior to the lodgement of your taxation **returns**, financial records, or any document required by the relevant legislation in connection with your **returns**;

✓ What we cover

Extra Benefit

1. If we agree to pay a claim under this section we will reimburse you for travel and accommodation expenses incurred by you or your **employees** if they are reasonably and necessarily incurred to substantiate the claim.

Optional covers

The following covers are optional and are available if you choose them and pay an additional premium. The optional covers you have chosen will be set out in the **schedule**.

1. Director Tax Probe®

We will extend the definition of you for this section to include all directors named under "Interested Parties" in the **schedule** and identified by Director – Tax Probe®.

2. Investigation Cover

The term **audit** is amended to include **investigation**.

✗ What we exclude

- ▼ for any:
 - i. amounts sought by any amended notice of assessment;
 - ii. additional tax, duty government impost or the like;
 - iii. fine or penalty imposed; or
 - iv. costs in legally pursuing or defending any legal actions against you or initiated by you (unless it is at our discretion); or
- ▼ in respect of any **audit** that includes a refund or claim for tax or duty relief arising out of an arrangement, facility, financial structure or the like adopted for the principal purpose of obtaining that refund or relief, unless the arrangement has received prior written approval from the relevant government or government authority or agency before being offered to you or the general public.

We will not pay if the **loss** or **damage** is excluded by any of the exclusions in section 8 or the General Exclusions.

We will not pay:

- ▼ any form of activity involving a periodic review relevant to you maintaining industry status, licence, compliance, membership, any form of occupational health and safety compliance, similar requirements;
- ▼ any form of activity involving a review of how the professional firm assisting you undertakes its professional duty;
- ▼ any form of practice or procedural audit of any of your files;
- ▼ any activity involving a statutory authority
- ▼ agency gathering information or data that is not part of a formal **audit** or **investigation**; or
- ▼ any activity involved in the familiarisation, education, training, application, implementation, process or operation of any amendments or changes to existing or the introduction of new statutory or industry regulation.

✓ What we cover

3. Superannuation Cover

The term **audit** is amended to include any **audit** of a **self-managed Superannuation Fund** named in the **schedule** for the purpose of determining any matter relating to such superannuation fund, or its trustees' compliance with any of the provisions of the Superannuation Industry Supervision Act 1993.

Under this optional cover we will also pay the **professional fees** in connection with an appeal to reconsider a **reviewable decision** to an administrative tribunal constituted to hear appeals provided that you supply us with:

- ▼ written evidence that the appeal has a
- ▼ reasonable prospect of success; and
- ▼ any other documents and information we reasonably require in relation to the audit of the **self-managed Superannuation Fund** or the appeal.

✗ What we exclude

We will not pay any **professional fees** in connection with:

- ▼ any **audits** conducted by the Australian Prudential Regulatory Authority;
- ▼ an appeal to a court of law; or
- ▼ a **reviewable decision** to which our written consent was not obtained before those fees were incurred.

What we pay for a Tax Probe® claim

Following the completion of an **audit** we will pay for the **professional fees** reasonably and necessarily incurred by you in connection with the **audit**.

Limits to what we pay for the Audit Cover

The most we will pay for a claim during the **period of insurance** relating to an **audit** or an **investigation** is the amount shown on the **schedule**.

Limits to what we pay for the Optional Superannuation Cover

The most we will pay for a claim during the **period of insurance** relating to an **audit** (including the **professional fees** in connection with an appeal to reconsider a **reviewable decision**) of any or all the **self-managed Superannuation** funds named in the **schedule** is the amount shown in the **schedule**.

Limits to what we pay for all claims during the Period of Insurance

The most we will pay for all claims during the **period of insurance** is the amount shown in the **schedule** as "any one period of insurance".

Section 9 – Legal Power[®]

This section covers the legal expenses you may incur when pursuing or defending your legal rights in respect of disputes including but not limited to employment, contracts and property.

You can claim for **legal costs and expenses, attendance expenses** and where applicable **opponents civil costs**, if:

- ✓ “Legal Power[®]” is shown under “What’s Covered” in the **schedule**;
- ✓ there are reasonable grounds for pursuing or defending the legal proceedings;
- ✓ it is reasonable for **legal costs and expenses** to be incurred in the particular case;
- ✓ the dispute is specified under the “What we cover” column of this section;
- ✓ the dispute begins within the **period of insurance**;
- ✓ the dispute related to circumstances that occurred within Australia;
- ✓ the legal proceedings take place in Australia;
- ✓ the legal proceedings apply only Australian law;
- ✓ the dispute is not excluded in the “What we exclude” column of this section;
- ✓ the dispute is not excluded by any of the General Exclusions listed on pages 78 and 79; and
- ✓ you have complied with the Legal Power Claims Conditions which are set out on pages 55 to 56.

✓ What we cover

A. Employment

i. Contract Disputes

A dispute arising from a contract or alleged contract of employment with an **insured employee**, ex-employee or a prospective employee.

ii. Acts or Omissions of Employees

A dispute arising from any act or omission or alleged act or omission of you or an **insured employee** arising out of or in the course of their normal employment in the **business** which leads to:

- ▼ their prosecution in a court of criminal jurisdiction;
- ▼ civil proceedings being taken against them under any anti-discrimination legislation; or
- ▼ civil proceedings being taken against them as trustee of any superannuation fund.

B. Employers Prosecution Defence

Any act or omission which leads to your prosecution in a court of criminal jurisdiction but does not mean a prosecution for the defence of which cover is provided in paragraphs A or E.

C. Contract Disputes

A dispute concerning a contract for the buying, renting, or supply of goods or services in relation to the **business**.

D. Property

A dispute arising from:

- (a) **loss** of or **damage** to land or **buildings** owned by you or for which you are responsible for the **purpose** of the business; or
- (b) **loss** of or **damage** to goods owned by you or for which you are responsible whilst contained in or on that land or **buildings**;

✗ What we exclude

We will not pay any claim in respect of or arising from or relating to:

- ▼ civil proceedings where the amount in dispute is less than \$5,000;
- ▼ any act, omission or dispute which occurred prior to the commencement of the **period of insurance** and which you knew or ought reasonably to have known was likely to give rise to a claim or legal proceedings by or against you;
- ▼ **legal costs and expenses, attendance expenses** and **opponents civil costs** incurred prior to the written acceptance of a claim by us;
- ▼ an act, omission or dispute between any two or more parties who are named as “Policyholder” in the **schedule**;
- ▼ the molestation of, the interference with, the mental abuse of or the physical abuse of any persons by:
 - ▼ you; or
 - ▼ a past or present **insured employee**; or any person performing any voluntary work or service for you or on your behalf.
- ▼ defamation, slander or libel;
- ▼ a dispute with us arising from any claim made under this policy;
- ▼ the use, ownership or possession by you or an **insured employee** of any motor vehicle, boat, vessel, craft or aircraft;
- ▼ patents, copyrights, trade marks, merchandise marks, registered designs, intellectual property and secrecy and confidentiality agreements;
- ▼ disputes concerning undefended debts or concerning debts owed by or to private individuals for non-business purposes;

✓ What we cover

but not

- ▼ any dispute arising under a contract;
- ▼ any dispute arising from goods lent, leased or hired to third parties; or
- ▼ any dispute arising from goods at premises not occupied by you unless they are there for the purposes of installation or use in work to be carried out by you.

E. Trade Practices Act

A dispute arising from:

- (a) the operation of the Trade Practices Act 1974; or
- (b) any act or omission arising out of the Trade Practices Act 1974;

which leads to the prosecution in a court of criminal jurisdiction of:

- ▼ you;
- ▼ an **insured employee**.

✗ What we exclude

- ▼ a contract of insurance where the dispute arises only in respect of the sum of money or other compensation payable under that contract;
- ▼ monies owed to you, where the claim is made six months or more after those monies became due and payable;
- ▼ mining subsidence or land subsidence;
- ▼ the mining, processing, transport or storage of fibreglass;
- ▼ the installation, removal or treatment of fibreglass materials;
- ▼ the use of fibreglass or fibreglass products or products containing fibreglass;
- ▼ the manufacture and/or processing of fibreglass or raw materials containing fibreglass;
- ▼ injury including **personal injury** arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or derivatives of asbestos; or
- ▼ that part of any **loss**, cost or expense for the cost of cleaning up, or removal of, or **damage** to, or loss of use of, **property** arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

In this clause

- ▼ damage means physical loss, damage or destruction and resultant loss of use, and
- ▼ property means any tangible or intangible property and includes **property**.
- ▼ a matter where you or an **insured employee**:
 - ▼ pursue or defend a claim or legal proceedings without our consent or contrary to or in a different manner from that advised by the **appointed solicitor**;
 - ▼ fail to give proper instructions in due time to the **appointed solicitor** or counsel appointed by them; or
 - ▼ are responsible for delay which is prejudicial to the successful outcome of the claim or legal proceedings;
- ▼ when you are bankrupt or have committed an act of bankruptcy or have made an arrangement with your creditors or have entered into a deed of arrangement or are in liquidation or part or all of your affairs or property are in the care or control of a receiver;
- ▼ the breach or alleged breach of any professional duty, including advice or treatment advice, by you or an **insured employee**;
- ▼ damages for death, bodily injury, disease or illness of or to any person;
- ▼ **damage** to any **property**;

✓ What we cover

✗ What we exclude

- ▼ the transit of any goods or property by air or by sea;
- ▼ bodily injury or **loss** of or **damage to property** or financial loss resulting from contamination or pollution caused by any trade waste, smoke, soot, fumes, liquids, gases or other substances discharged, dispersed, released or which have escaped into or upon land, the atmosphere or any watercourse or body of water unless that discharge, dispersal, release or escape is instantaneously caused by a sudden, unexpected and unintended happening;
- ▼ the compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or **damage to any property**;
- ▼ the actual, planned or proposed construction, closure, modification or repair of **roads** or bridges or the actual, planned or proposed construction or demolition of buildings or other works by or under the order of any intergovernmental, governmental, public or local authority except insofar as the claim relates to accidental damage arising from such activities;
- ▼ payment of fines or other penalties which you or an **insured employee** may be ordered to pay;
- ▼ costs which you or an **insured employee** may be ordered to pay by a criminal jurisdiction;
- ▼ relating to any criminal act committed deliberately or with willful intent by you or an **insured employee**; or
- ▼ any **legal liability** which would be covered under Section 7.

Legal Power® Claims Conditions

You must obtain and forward to us upon our request and at your expense a written opinion from your solicitor, or counsel or both, on the merits of the claim or legal proceedings. If the claim is subsequently admitted by us your costs in obtaining these opinions will be covered under this section.

If we either refuse to accept or discontinue a claim we will tell you our reasons. Whatever you decide, if you commence or continue the claim or legal proceedings and are successful we will pay **legal costs and expenses** as if we had given our consent in the first instance.

Representation

- ▼ Upon making a claim you may either ask us to nominate a solicitor to act for you or nominate a solicitor of your choice.
- ▼ If you ask, we will recommend the appointment of a solicitor and you will instruct that solicitor accordingly.
- ▼ We reserve the right to refuse your nomination of a solicitor without giving any reason and prior to our acceptance of your nomination of a solicitor we may make any enquires we deem appropriate with respect to that solicitor.
- ▼ We reserve the right to instruct you to terminate the services of the **appointed solicitor** if it is in your interests to do so. You must terminate the services of the solicitor and a new solicitor shall be appointed to act for you either nominated by you or appointed by us as referred to above.
- ▼ We reserve the right through our employees, agents or solicitors to take over and conduct in your name the pursuit, defence or settlement of any claim or legal proceedings including any appeal.
- ▼ Before we accept your nomination of a solicitor or if you fail to nominate a solicitor we shall be entitled but not bound to instruct a solicitor on your behalf if we consider this necessary to safeguard your immediate interests.

Control of Claim

- ▼ We must have direct access to the **appointed solicitor** at all times. You must co-operate fully with us in all respects and keep us fully and continually informed of all material developments in the legal representation or proceedings. If we ask, you must instruct the **appointed solicitor** to produce to us immediately any documents, information or advice in their possession and you must give them any instructions in relation to the conduct of the claim we may require.
- ▼ We are not liable for the costs or fees of counsel, accountants or any expert witness unless we have given our prior approval to the appointment of that person and agreed the proposed fee.
- ▼ Any agreement, undertaking or promise made or given by you to the **appointed solicitor** or by either to any witness expert or agent will not in any way affect the **legal costs and expenses** and **attendance expenses** payable.
- ▼ The **appointed solicitor** or you must inform us immediately in writing of any offer or payment into court made with a view to settling the claim and
 - (a) no agreement to settle which may result in a claim for indemnity under this section must be made without our prior approval.
 - (b) if you do not accept any offer or payment into court but that amount is equal to or in excess of the total damages eventually recovered by you we shall have no liability in respect of any **legal costs and expenses** or **opponent's civil costs** incurred after that offer or payment unless, upon being notified of the offer or payment into court, we agree to the continuation of the legal proceedings.
- ▼ If in any legal proceedings you are not successful in your claim or defence, no appeal or other proceedings will be covered unless we are notified in writing of the intention to appeal no later than six clear days before the time for making an appeal expires and we consider that there are reasonable prospects of such appeal succeeding.
- ▼ If we ask, you must require the **appointed solicitor** to have the **legal costs and expenses** or **opponent's civil costs** taxed, assessed or audited by the relevant authority.
- ▼ If for any reason the **appointed solicitor** refuses to continue acting for you or if you withdraw your instructions from the **appointed solicitor** then our liability will cease forthwith unless in our absolute discretion we agree to the appointment of another solicitor to continue with the claim.
- ▼ If you withdraw from the claim without our prior agreement then the **legal costs and expenses**, **attendance expenses** and **opponent's civil costs** will become your responsibility and we will be entitled to be reimbursed by you for any costs paid or incurred during the course of the claim including any **legal costs and expenses** and **attendance expenses** we consider we are obliged to pay on your withdrawal from the claim.
- ▼ Where you are awarded costs, you must take steps to recover **legal costs and expenses** and **attendance expenses** which would be the subject of payment under the policy. The **legal costs and expenses** and **attendance expenses** actually recovered will be taken into account by us when calculating our liability under this section.

Dispute Resolution

- ▼ You must, at our direction, follow any available **ADR** process before taking legal action in respect of a dispute.
- ▼ You must use your best endeavours to have any **commercial dispute** resolved through any available **ADR** process.
- ▼ If you are a party to legal action in connection with a **commercial dispute** commenced by another party, you must suggest resolution of that **commercial dispute** by any available **ADR** process as an alternative to continuing the legal action.

What we pay for a claim for legal costs and expenses

A1: Employment Contract Disputes

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the pursuit of your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by you of any claim or counter claim;
- (c) the defence of a prosecution against you; and
- (d) the defence or defence of an appeal against judgment provided we are given 6 clear business days notice before the time for making the appeal or application for appeal has expired and we consider there to be a reasonable chance of success;

A2: Acts or Omission of Employees

We will pay 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** for the defence of any claim, counter claim or prosecution.

B: Employers Prosecution Defence

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the prosecution against you; and
- (b) the defence or defence of an appeal against a judgment.

C: Contract Disputes

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the pursuit of your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by you of any claim or counter claim; and
- (c) the defence or defence of an appeal against a judgment.

D: Property

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the pursuit of your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by you of any claim or counter claim; and
- (c) the defence or defence of an appeal against a judgment.;

E: Trade Practices Act

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the pursuit of your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by you of any claim or counter claim;
- (c) the defence of a prosecution against you;
- (d) the defence of any claim, counter claim or prosecution against an **insured employee**; and
- (e) the defence or defence of an appeal against a judgment.

Limits to what we pay

The most we will pay is the **insured amount** shown in the **schedule**.

Recovery of legal costs and expenses

If we have paid a claim to you, and you recover an amount for costs as part of the award or settlement you must repay 90% of this amount to us, up to the amount we paid you under this section.

Section 10 – Commercial Motor

This section covers your business’s vehicles. You can choose between three different types of cover for each vehicle you insure.

- ▼ **Comprehensive Cover** which covers the accidental damage to your vehicle, and the cover offered by the other two options.
- ▼ **Legal Liability Fire and Theft Cover** which covers the theft of your vehicle and the cover provided by Legal Liability Cover only.
- ▼ **Legal Liability Cover** which covers supplementary bodily injury and damage to third party property only.

The cover you have selected will be displayed next to each vehicle in the schedule. The insured events are listed in the “What we cover” column in this section. An insured event does not include any of the items, events or circumstances set out beside the event in the “What we exclude” column.

Cover Options

There are three different types of cover for **vehicles**. Not all types of cover are available for all types of **vehicles**. The option you have chosen is shown on your **schedule** and is detailed below.

Cover Options	Description of Cover Provided
Comprehensive	Part 1, insured events 1 to 5 (inclusive) apply Part 2 applies
Legal Liability, Fire and Theft	Part 1, insured events 1 to 4 (inclusive) only apply Part 2 applies
Legal Liability Only	Part 1 does not apply Part 2 applies

You can ask us at any time to change the cover option for any **vehicle** and if we agree, there may be an additional premium or a refund of premium.

Cover for additional vehicles

We automatically provide cover for any additional vehicle you get during the **period of insurance**. You must tell us about the additional vehicle within 30 days of getting it and pay any extra premium we ask for.

If we are unable to continue covering the additional vehicle, we will tell you and give you 5 working days from the date we tell you so you can organise to insure the vehicle elsewhere. Cover on the additional vehicle will then end at 4pm 5 days after we have told you we are unable to continue covering the additional vehicle.

If you have only one type of cover option for your vehicles, we will automatically provide that cover option for an additional vehicle you get during the **period of insurance** (unless you tell us you want another cover option).

If you have **vehicles** insured with us for more than one type of cover option, we will automatically provide the cover option with the better cover for an additional vehicle you get during the **period of insurance** (unless you tell us you want another cover option).

Unless a higher amount is shown on your **schedule** for **additional vehicles** or we have agreed to insure an additional vehicle that is similar for a higher amount, the most we will pay for a claim involving an additional vehicle is:

- ▼ \$10,000 if your vehicle is a motorcycle, caravan or trailer not exceeding 2 tonne carrying capacity.
- ▼ \$100,000 if your vehicle is a car, 4WD, utility or van of not more than 2 tonne carrying capacity.
- ▼ \$300,000 for any other vehicle type.

Part 1 – Loss of or damage to your vehicle

You can claim for **loss** of or **damage** to your **vehicle** as described under “What we cover” if:

- ✓ “Commercial Motor” is shown under “What’s covered” in the **schedule**
- ✓ Your **vehicle** is insured for Comprehensive or Legal Liability, Fire and Theft Cover;
- ✓ the **insured event** (shown in the “what we cover” column) happens during the **period of insurance**;
- ✓ the **loss** or **damage** occurred within Australia or its external territories;
- ✓ the **loss** or **damage** is not excluded by anything under the “What we exclude” column;
- ✓ the **loss** or **damage** is not excluded by the “When we may refuse a claim” section on page xiv;
- ✓ the **loss** or **damage** is not excluded by the Commercial Motor Section Exclusions on page 74; and
- ✓ the **loss** or **damage** is not excluded by the General Exclusions on pages 78 and 79.

✓ What we cover

We will pay for **loss** of or **damage** to your **vehicle** caused by:

- 1: Fire
- 2: Explosion
- 3: Lightning
- 4: Theft or attempted theft
- 5: Any other cause

✗ What we exclude

We will not pay for:

Loss or damage to tyres

loss or **damage** to tyres caused by punctures, bursts, **road** cuts or the application of brakes.

Vehicle deterioration

loss or **damage** due to wear and tear, corrosion, rusting or depreciation.

Accessories

any **vehicle** accessories other than those:

- ▼ supplied by the manufacturer of your **vehicle** as original equipment; or
- ▼ **specified accessories**.

Failure or breakdown

structural, mechanical, electrical, or electronic failure or breakdown.

Safeguarding your vehicle

loss or **damage** caused by you failing to take reasonable steps to protect, prevent or diminish further **loss** or **damage** to your **vehicle** after:

- ▼ it breaks down;
- ▼ it is **damaged** in an **event**; or
- ▼ you have been notified that your stolen **vehicle** has been found.

Engine, gearbox and transmission

damage to your vehicle’s engine, gearbox or transmission because it was driven in a **damaged** condition after an **event** unless we agree that you could not reasonably have known that the **damage** was occurring.

Conversion, larceny or trickery

loss or **damage** of to your **vehicle** caused by conversion (larceny) by trickery.

Lawful seizure

loss or **damage** caused by or arising from any person or organisation who lawfully takes possession of your **vehicle**.

Accidental damage

loss or **damage** caused by **insured event** 5 if your vehicle is insured for Legal Liability, Fire and Theft only.

✓ What we cover

Extra Benefits

If we agree to pay a claim for an **insured event** under this part 1, we will also pay for the following **loss** and **damage**:

1. New vehicle after total loss

Applicable if the vehicle is a motorcycle, car, 4WD, utility, van, prime mover, trailer over 2 tonne carrying capacity or rigid body truck insured for Comprehensive cover only.

If you are the first registered owner of your **vehicle** you can choose to accept a new replacement vehicle of the same make, model and series if:

- ▼ The **insured event** occurred within 2 years of the date of your **vehicle's** original registration;
- ▼ The replacement vehicle is available in Australia; and
- ▼ Anyone who provided finance for your vehicle agrees in writing.

We will also pay all on-road costs and your insurance policy will continue to its expiry date if we agree to continue to insure you, and you pay any additional premium that we require.

2. Personal effects

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay the reasonable costs or repair or reinstatement if your or the **authorised driver's personal effects** are damaged or lost as a result of your **vehicle** being:

- ▼ damaged in the **insured event** or
- ▼ stolen as a result of forcible entry.

3. Funeral Expenses

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay the associated burial or cremation costs if the driver of your **vehicle** sustains a fatal injury during an **event**, and travel costs within Australia or its external territories, for the deceased driver or any member of the deceased driver's immediate family.

This benefit will not be reduced by any accident compensation.

4. Personal Accident

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay \$5,000 if your **vehicle** was being driven by you or any **authorised driver** and, as a direct and sole result of the **insured event**, the driver:

- ▼ permanently and totally loses sight in one or both eyes or
- ▼ permanently and totally loses the efficient use of one or both hands or feet.

We will only pay one claim of \$5,000 for any one **event**. We pay the driver.

✗ What we exclude

The new vehicle benefit does not apply if your **vehicle**:

- ▼ has a stock, tanker or vacuum application,
- ▼ is a concrete agitator vehicle;
- ▼ is a garbage compactor;
- ▼ is a concrete pumping truck; or
- ▼ is any other specialised rigid vehicle body type.

We will not pay:

- ▼ more than \$1,000 for any one **event**; or
- ▼ if such **personal effects** are insured under another policy.

We will not pay:

- ▼ more than \$5,000.

We will not pay if the death happens:

- ▼ more than 12 months from the date of the **insured event** or
- ▼ because the driver committed suicide.

We will not pay if we have paid an amount for the Personal Accident benefit.

We will not pay if the loss happens:

- ▼ more than 12 months from the date of the **insured event** or
- ▼ because the driver attempted to committed suicide.

✓ What we cover

5. Emergency Repairs

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay reasonable costs if you need emergency repairs so you can get your **vehicle** to your destination or a repairer after an **insured event**.

If you need **emergency repairs** we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.

6. Emergency Travel

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay reasonable costs of emergency travel for you or the **authorised driver** and any **vehicle** occupants if your **vehicle** was unroadworthy or unsafe to drive. If you need emergency travel we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.

7. Emergency Accommodation

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay reasonable costs for temporary accommodation:

- ▼ for you or the **authorised driver's** emergency accommodation if the **insured event** was more than 100km from your home or the **authorised driver's** home and your **vehicle** was unroadworthy or unsafe to drive.
- ▼ If your **vehicle** is an unregistered on-site caravan and it is damaged by an **insured event**, provided that the unregistered on-site caravan is your only home and you can't live in it as a result of the **insured event**.

If you need overnight accommodation we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.

8. Removal of debris

Applicable if the vehicle is insured for Comprehensive cover only.

If you are liable to pay the cost of cleaning up or removing goods that have fallen off your **vehicle** because it was in a collision or it overturned, we will pay those reasonable costs. You must provide invoices or other proof of payment of costs if we ask for them.

9. Vehicle modifications

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay the reasonable costs of modifying the vehicle for any driver of your **vehicle** who is permanently disabled following an **insured event**.

✗ What we exclude

For any one **insured event**, we will not pay more than:

- ▼ \$500 for a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$3,000 for all vehicle types other than a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

We will not pay more than \$1,250 for any one **insured event**.

We will not pay more than \$1,250 for any one **insured event**.

We will not pay more than \$25,000.

We will not pay more than \$3,000 in any one **period of insurance**.

✓ What we cover

10. Towing and storage

Applicable if the vehicle is insured for Comprehensive or Legal Liability Fire and Theft cover only.

We will pay the reasonable and necessary costs of towing your **vehicle** when your vehicle cannot be driven to;

- ▼ our nearest Assessing Centre,
- ▼ a **recommended repairer** that we nominate, or
- ▼ a repairer we agree to, and

We will also pay the reasonable costs of storing your **vehicle**.

11. Hire vehicle after theft

Applicable if the vehicle is insured for Comprehensive or Legal Liability Fire and Theft cover only.

We will pay for a hire vehicle of a similar make and model to your **vehicle** for up to 30 days if your **vehicle** is stolen and either not found or is found but is not driveable. This benefit stops if:

- ▼ Your **vehicle** is returned undamaged;
- ▼ We repair your **vehicle** and return it to you; or
- ▼ We have settled your claim.

You are responsible for all running costs and extras of the hire vehicle, including paying a deposit to the hire vehicle company. If you withdraw your claim or we refuse to accept it, you might have to refund to us any payments for the hire vehicle we have already made.

12. Lease Payout – motorcycle, car, 4WD, utility or van not exceeding 2 tonne carrying capacity

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the **market value** or **agreed value** of your vehicle if it was a total loss.

We will deduct:

- ▼ any amounts or interest in arrears at the time of the **loss** or **damage**; and
- ▼ discounts in respect of finance charges or interest for the unexpired term of the financial agreement.

✗ What we exclude

We do not cover:

- ▼ storage costs for any period after your claim is settled; or
- ▼ the costs of towing or storage of your vehicle if it is insured for Legal Liability Fire and Theft cover only and the **event** was not fire or theft.

We will not pay more than \$3,000 for any one **event**.

We will not pay:

- ▼ more than 20% of the **market value** or **agreed value** of your **vehicle**.

We will not pay the lease payout:

- ▼ when the loss or damage to your vehicle was caused by fire or theft or
- ▼ if your vehicle was purchased via a personal loan or line of credit.

✓ What we cover

13. Lease Payout – vehicles other than those referred to in extra benefit 12

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the **market value** of your **vehicle** if it was a total loss.

We will deduct:

any

- ▼ amounts or interest in arrears at the time of the **loss** or **damage**; and
- ▼ discounts in respect of finance charges or interest for the unexpired term of the financial agreement.

Additional Covers

If you have Comprehensive cover, your cover is extended to cover the following:

1. Two-wheel or box trailer

When your two-wheel trailer or box trailer is attached to or being towed by your **vehicle**, we will cover **loss** or **damage** to your trailer in the **period of insurance**.

2. Locks and Keys

We will pay the cost of replacing the keys or re-coding your **vehicle's** locks, less any **excess**, if the keys to your **vehicle**:

- ▼ have been stolen even if your **vehicle** was not,
- ▼ have been damaged or lost after an **insured event**; or
- ▼ may have been duplicated and there are reasonable grounds to believe so, in the period of insurance.

3. Hired vehicle

If you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity:

(a) but do not insure it with the hiring company, we will pay for:

- ▼ theft, **loss** or of **damage** to that vehicle in the **period of insurance**; and
- ▼ your legal liability for another person's **personal injury** or damage to another person's property in the **period of insurance** which you cause while you are driving or in control of the hired vehicle.

(b) and you did insure the hired vehicle with the hiring company for the theft, **loss** or **damage** or liability, we will pay any excess you are required to pay to the hiring company under that insurance during the **period of insurance**.

✗ What we exclude

We will not pay:

- ▼ more than 12.5% of the **insured amount** of your **vehicle**.

We will not pay the lease payout:

- ▼ when the **loss** or **damage** to your **vehicle** was caused by fire or theft, or
- ▼ if your **vehicle** was purchased via a personal loan or line of credit.

We will not pay if the loss, damage or liability is excluded by any of the exclusions in section 10 (to avoid doubt, including the exclusions in part 2 of section 10) or the General Exclusions.

We will not pay more than \$1,000 for any one **event**. If we agree, you can insure your trailer for more if you insure it as a separate insured **vehicle** under your policy.

We will not pay more than \$3,000 for any one **event**.

We will not pay more than \$40,000 for the **loss** or **damage** to the hired vehicle for the hired vehicle excess for any one **event**.

You must pay to us an **excess** of \$500 for any claim accepted by us under this additional cover.

✓ What we cover

4. Recovery costs – no damage

We will pay the reasonable cost of removing your **vehicle** to a place of safety following it becoming immobilised, bogged or stranded in the **period of insurance** even if there is no damage to your **vehicle**.

You must pay:

- ▼ for the recovery costs, and
- ▼ provide tax invoices and receipts for all costs if we ask for them.

5. Theft of certain vehicle accessories

If any of the following accessories that would normally be attached to or in or on your **vehicle** are stolen in the **period of insurance** we will pay the reasonable cost to replace them, even if the theft occurs while they are not attached to your **vehicle** or if they are not shown on your **schedule**:

- ▼ Buckets
- ▼ Chain trencher
- ▼ Hammer
- ▼ Laser
- ▼ Pallet forks
- ▼ Post hole borer
- ▼ Ramps
- ▼ Ripper
- ▼ Rock breaker
- ▼ Sweeper.

6. Vehicles being test driven by you

If a vehicle is being demonstrated to you or test driven by you or your **authorised driver**, we will cover your legal liability for:

- ▼ theft, **loss** of or **damage** to that vehicle; or
- ▼ another person's **personal injury** or **property damage** in connection with the use of that vehicle, in the in the **period of insurance**.

✗ What we exclude

This additional cover does not apply if your **vehicle** is immobilised, bogged or stranded solely as a result of **vehicle** failure or breakdown.

We will not pay more than \$5,000 for any claim under this additional cover.

You must pay the **excess** applicable to your **vehicle** for any claim under this additional cover.

We will not cover these accessories if:

- ▼ You do not give us evidence to satisfy us that the **insured amount** reflects the value of your **vehicle** plus the accessories, and
- ▼ You cannot prove you owned the accessories.

We will not pay more than \$100,000 for the theft of, **loss** or **damage** to the demonstration or test driven vehicle.

You must pay to us an **excess** of \$1,000 in addition to any other **excess** that may be applicable for any claim accepted by us under this additional cover.

✓ What we cover

Optional Covers

The following optional covers can be chosen by you. The optional covers are subject to the type of vehicle and are available for Comprehensive cover only. The optional covers you have chosen will be set out in the **schedule**.

Optional Cover 1. Windscreen excess waiver

You will not have to pay the basic **excess** for the first windscreen or window glass claim for that **vehicle** in any **period of insurance**. If you have any additional windscreen or window glass claims during the same **period of insurance** for that **vehicle**, the basic **excess** will apply.

Optional Cover 2. Rental vehicle following accident

If the **vehicle** cannot be driven or is in need of repair following **loss** or **damage** as a result of an **insured event**, we will reimburse you for the cost of hiring a replacement vehicle:

- ▼ of a similar type to the **vehicle**; and
- ▼ from the date the **vehicle** is left at the repairers.

Please see additional cover 'Hired Vehicle' (page 62) for cover applicable to and caused by the rental vehicle.

Optional Cover 3. Protected No Claims Bonus

Where a **penalty claim** would affect your no claims bonus, it will not be affected for that **vehicle** provided that you have not made a previous **penalty claim** for an **insured event** occurring in the **period of insurance** for that **vehicle**.

Optional Cover 4. Non-owned trailer in Control

Available if your vehicle is a prime mover or rigid truck exceeding 5 tonne carrying capacity.

We will pay for **loss** of or **damage** in the **period of insurance** to a trailer you do not own, lease or hire when:

- ▼ the trailer is in your legal possession or control at the time of the **insured event**; and
- ▼ you or an **authorised driver** are using it in conjunction with the **vehicle** identified on your **schedule** as the 'Controlling Vehicle'.

✗ What we exclude

We will not pay if the **loss, damage** or liability is excluded by any of the exclusions in section 10 (to avoid doubt, including the exclusions in part 2 of section 10) or the General Exclusions.

This option will only apply if your **vehicle** is a car, utility, 4WD or van of not more than 2 carrying capacity.

We will not pay:

- ▼ if your **vehicle** is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity.
- ▼ if your **vehicle** is stolen;
- ▼ to hire a vehicle for any longer than the day after repairs to your **vehicle** have been completed;
- ▼ after your claim has been paid if your **vehicle** is a **total loss**;
- ▼ the running costs of the rental vehicle;
- ▼ for any other non-rental costs which you may be liable to pay for under a hire agreement; and
- ▼ more than a total of \$1,500.

This optional cover does not apply if your vehicle is anything other than a car, utility, 4WD or van of not more than 2 carrying capacity.

This optional cover does not apply unless you are entitled to a maximum no claims bonus for a **vehicle**.

We will not cover **loss** or **damage** for damage to:

- ▼ any trailer type that is not included on your **schedule**;
- ▼ for more than the **insured amount**; or
- ▼ goods or property being carried in the non-owned trailer.

✓ What we cover

Optional Cover 5. Damage to towed vehicles

We will pay under all amounts you become legally liable to pay as damages :

- ▼ For **loss** of or **damage to property** or **personal injury** arising out of any vehicle being towed, retrieved or carried by your vehicle; or
- ▼ For **damage** to any motor vehicle being towed, retrieved or carried by your **vehicle**, in the **period of insurance**.

Optional Cover 6. Conversion (larceny) of vehicles by trickery

We will pay the **loss** of or **damage** to a **vehicle** arising out of larceny by trickery or false pretence provided that:

- ▼ A current drivers licence is first obtained by you from the person using the **vehicle** and retained until the **vehicle** is returned to you; and
- ▼ You or an employee accompany any person who has been granted control for the purpose of demonstration or evaluation.

The exclusion for 'Conversion (larceny) by trickery' does not apply to this optional cover.

✗ What we exclude

We will not pay:

- ▼ more than \$150,000 for **loss or damage** to the vehicle being towed, retrieved or carried; or
- ▼ if your **vehicle** and the vehicle being towed, retrieved or carried are not being operated within the provisions of any law relating to the use of a tow truck.

We will not pay more than the **insured amount** shown on the schedule for Conversion (Larceny), for any one **event**.

How we settle a claim

If we agree to pay a claim, we will either pay you for a **partial loss** or a **total loss**. This is determined by the extent of the **loss** or **damage**, the cost of repair or replacement and the value of your **vehicle**.

If we agree to pay a claim for legal liability under any additional or optional cover in this part, the "Limits to what we pay" in part 2 of this section will apply.

Total Loss

If we accept a claim and decide your vehicle is a **total loss**, we will settle your claim one of the following ways:

a) Market Value

If the vehicle is shown on the **schedule** as having **market value**, and the **insured amount** does not show a figure in dollars, we will pay you the **market value** of your **vehicle**.

If the **vehicle** is shown on the **schedule** as having a **market value**, and the **insured amount** does show a figure in dollars, we will pay you the lesser of the **market value** or the **insured amount**.

The **market value** of your **vehicle** includes accessories defined as your vehicle plus any agreed accessory specified on your **schedule**. We will deduct any **excess** that is payable from the **market value**.

If we pay the **market value** or **insured amount** as a result of a **total loss** then your cover for that **vehicle** comes to an end. There will be no refund of the premium.

b) Agreed value

If the vehicle is shown on the **schedule** as having **agreed value**, we will pay you the insured amount shown on the **schedule** for your **vehicle**.

The agreed value of your **vehicle** includes accessories defined as your vehicle plus any agreed accessory specified on your **schedule**. We will deduct any **excess** that is payable from the agreed value.

If we pay the **agreed value** as a result of a **total loss** then your cover for that **vehicle** comes to an end. There will be no refund of the premium.

c) Legal Liability fire and theft

If the **vehicle** is shown on the **schedule** as having Legal Liability Fire and Theft cover, we will pay you the **market value** or the **insured amount** for your vehicle, whichever is less. The **market value** of your **vehicle** includes accessories defined as your vehicle plus any agreed accessory specified on your schedule. We will deduct any **excess** that is payable.

If we pay the **market value** or **insured amount** as a result of a **total loss** then your cover for that **vehicle** comes to an end. There will be no refund of the premium.

Your **vehicle**, including any unexpired premium, registration and Compulsory Third Party insurance, becomes our property when we pay you for the total loss.

If another party (eg. a bank) is shown as having an interest on your **schedule** and your **vehicle** is a total loss, we pay them (instead of you) what you owe them up to the amount you are entitled to under this policy. If this amount is less than the full amount payable under the policy, we pay you the balance.

If you make a claim and another party is entitled to the salvage of your **vehicle**, we will pay you or them the **insured amount** shown on the **schedule**, less our estimate of the salvage value, less any excess and unpaid premium.

For an example of how we settle a total loss claim, see page 75 of this PDS.

Partial Loss

If we agree to pay a claim and decide your **vehicle** is a **partial loss**, we can arrange the repairs with a **recommended repairer** if one is available, or alternatively you can choose your own repairer and arrange repairs with them.

Where we are able to provide you with access to one of our **recommended repairers**, we will offer you a choice if there is more than one in your area. However, we may only be able to nominate one **recommended repairer** if there are no others available.

Where we are unable to provide you with access to one of our **recommended repairers**, we will require you to choose your own repairer.

If we authorise repairs with a **recommended repairer** or your own repairer we will:

- ▼ authorise the repair of your **vehicle** to its condition immediately before the **event**;
- ▼ authorise only the use of new parts or genuine parts which are consistent with the age or condition of your **vehicle**;
- ▼ authorise only the use of manufacturer's approved parts if your **vehicle** is under warranty, but not when the **vehicle** has an extended warranty or for windscreen replacement;
- ▼ only pay the **market value** of damaged parts we consider to be obsolete;
- ▼ replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design Rules; and
- ▼ guarantee the quality of materials and workmanship in respect of the repairs for the life of the **vehicle**.

Any repairer we authorise to repair your vehicle may sub-contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs itself.

If you choose your own repairer and we do not authorise repairs, we:

- ▼ will pay an amount equal to the **reasonable repair costs**; and
- ▼ will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

We are not responsible for the costs which occur because of delays in delivery of parts. If a part is not available in Australia, we will pay the cost of surface freight from the nearest reasonable source of supply.

You are responsible for the cost of any air-conditioning refit, re-gas or modification required by law.

You may have to contribute to the cost of replacing or repairing tyres, engines, accessories, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by wear and tear or rust and corrosion. How much you are required to pay will depend on how worn we consider these items were when the damage happened.

We will subtract any **excess** that may apply.

For an example of how we settle a partial loss claim, see page 76 of this PDS.

Lifetime guarantee for repairs

If we authorise repairs for **your vehicle**, we will guarantee the repairs against any defect due to workmanship or faulty material for the life of **your vehicle**.

If you choose your own repairer and we pay **reasonable repair costs** instead of authorising repairs, we will not provide a lifetime guarantee for the repairs.

Underinsurance Condition

If at the time of the **event**, your vehicle was insured for less than 80% of its market value and we decide your **vehicle** is:

- ▼ A **total loss**; we will pay the **insured amount** of the vehicle.
- ▼ A **partial loss**, we will pay the same proportion of the loss as the **insured amount** bears to 80% of the **market value** of the insured **vehicle**.

In assessing the amount we pay, prime movers and attached trailers and dollies are regarded as separate and distinct insured vehicles.

The Underinsurance Condition does not apply if the insured vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

How you earn a no claim bonus

A no claims bonus recognises your good driving and claims history record where you are insured for comprehensive cover.

Your **schedule** will show the type of no claims bonus you are entitled to (if any), and your premium will be charged accordingly

If you are not entitled to a maximum no claims bonus, you will earn an entitlement to a bonus for the next **period of insurance** if there has been no **loss** or **damage** that falls within the definition of a **penalty claim**.

The following no claims bonus will apply if you qualify for a no claims bonus:

For sedans, station wagons, 4 wheel drives or goods carrying vehicles with a carrying capacity of less than 2 tonnes:

Year	Existing Bonus	Renewal Bonus
1st Year	0%	25%
2nd Year	25%	45%
3rd Year	45%	55%
4th Year	55%	65%
Subsequent Years	65%	65%

For all other vehicles:

Year	Existing Bonus	Renewal Bonus
1st Year	0%	20%
2nd Year	20%	30%
3rd Year	30%	40%
4th Year	40%	50%
Subsequent Years	50%	50%

Protected no claims bonus

If you are entitled to a maximum no claims bonus of 65% for sedans, station wagons, 4 wheel drives, or goods carrying vehicle with a carrying capacity of 2 tonnes or less, we may allow you to have the option when you first take out the policy, or upon renewal, to protect your no claim bonus for that **vehicle**. An additional premium is payable to extend the policy to include this option.

How making a claim could affect your no claim bonus

If an event is not your fault

If you did not lodge a **penalty claim** during the **period of insurance**, then your no claims bonus will not be detrimentally affected at renewal of your policy.

Windscreen claims

When you renew your policy, your no claims bonus will not be affected for any windscreen or window glass claim you make.

Other claims

When you renew your policy, we reduce your no claim bonus for each **penalty claim** you have made during the **period of insurance** unless you have selected the Protected No Claims Bonus optional cover.

If you have selected the Protected No Claim Bonus optional cover for the **vehicle** involved in a claim, we will not count that first **penalty claim** on that **vehicle** during the **period of insurance**.

The amount we reduce your no claim bonus to, is set out below:

For sedans, station wagons, 4 wheel drives or goods carrying vehicles with a carrying capacity of less than 2 tonnes:

Your current No Claims Bonus	Following 1 Penalty Claim	Following more than one penalty claim
65%	45%	Nil
55%	25%	Nil
45%	Nil	Nil
25%	Nil	Nil
Nil	Nil	Nil

For all other vehicles:

Your current No Claims Bonus	Following One Penalty Claim
50%	30%
40%	20%
30%	Nil
20%	Nil
Nil	Nil

Part 2 – Legal Liability

What is Legal Liability in this section?

Legal liability means that an Australian court or a court of an Australian external territory finds, or we accept, that:

- ▼ you;
- ▼ an authorised driver
- ▼ a passenger in your **vehicle** is; or
- ▼ your employer, principal or business partner;

are legally responsible to pay compensation for:

- ▼ **loss** of or **damage to property** owned or controlled by someone else; or
- ▼ the death of, or bodily injury to, another person (but only where the legal liability is not covered or capable of being covered by any compulsory third party insurance or public liability insurance).

What your vehicle also means in this section.

For the purposes of Part 2, your **vehicle** also means;

- ▼ A trailer
- ▼ A caravan; or
- ▼ Another vehicle which has broken down;

that is being towed by your **vehicle** or a **substitute vehicle**;

- ▼ legally; and
- ▼ not for reward

We will pay for a claim for your **legal liability** as described in the “What we cover” column, if that **legal liability**:

- ✓ occurs during the **period of insurance**;
- ✓ occurs in Australia or its external territories;
- ✓ was not expected or intended;
- ✓ is not excluded by anything under the “What we exclude” column; and
- ✓ is not excluded by the “When we may refuse a claim” section on page xiv;
- ✓ is not excluded by the Commercial Motor Section Exclusions on page 74; and
- ✓ the loss or damage is not excluded by the General Exclusions on page 78 and 79.
- ✓ “Commercial Motor” is shown under “What’s covered” in the **schedule**.

✓ What we cover

If the **event** that gives rise to the **legal liability** is one that is caused by:

- ▼ you or an **authorised driver** driving, using or being in charge of your **vehicle**;
- ▼ your driving, using or being in charge of any other vehicle being used as a **substitute vehicle**;
- ▼ goods being carried by or falling from your **vehicle** or a **substitute vehicle**;
- ▼ loading or unloading your **vehicle** or a **substitute vehicle** on a street or thoroughfare; or
- ▼ a passenger in your **vehicle** with your permission while travelling or getting in or getting out of your **vehicle**.

✗ What we exclude

We will not pay for a **legal liability**:

- ▼ which is a direct or indirect result of discharge or escape of contaminants, pollutants or other **dangerous goods** from your vehicle unless they are substances you are legally allowed to carry;
- ▼ for **loss** of or **damage to property** you own, control or are responsible for, or which belongs to someone who normally lives with you;
- ▼ for **personal injury** to anyone who was your **employee** at the time of the **event**;
- ▼ for **personal injury** if you were or anyone else was required by law to have insurance for compensation, damages or similar insurance for injury (eg. compulsory third party insurance or workers compensation required by law);
- ▼ for **personal injury** if your vehicle is registered in the Northern Territory of Australia;
- ▼ where you cause your own **personal injury**, or if you injure or cause the death of someone who normally lives with you;
- ▼ occurring because you, an **authorised driver** of your vehicle, a passenger in your **vehicle**, or your employer, principal or business partner agreed to accept liability;
- ▼ resulting from the use of your vehicle if it was unregistered at the time of the **event**, unless your vehicle is an unregistered on-site caravan; or
- ▼ in respect of fuel contamination caused by you delivering:
 - ▼ the incorrect type of fuel; or
 - ▼ the fuel to the incorrect place
- ▼ for **property damage** resulting from an **event** arising out of the use of your vehicle while it is digging, excavating, boring or drilling.

However, we will pay if your vehicle is being used for the sole purpose of travelling to or from any work site or transporting or carting goods at the time of the **event** and is not being used at the time of the **event** for any other purpose including any specific activity for which the vehicle was designed
- ▼ to pay fines or punitive, exemplary or aggravated damages; or
- ▼ arising directly or indirectly from:
 - ▼ the transportation, distribution, and or storage of asbestos;
 - ▼ any material containing asbestos or any process of decontamination, treatment or control of asbestos.

This will only apply to death or bodily injury arising in consequence of inhalation of asbestos fibre, and to loss or damage to property due to the presence of asbestos.

✓ What we cover

Extra Benefits

If we agree to pay a claim under this part 2, we will also pay for the following:

1. Pollution

Your **legal liability** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape:

- ▼ is caused by or in connection with the operation ownership possession or use by you or on your behalf of any **vehicle**;
- ▼ is caused by a sudden identifiable unintended and unexpected **event**;
- ▼ takes place in its entirety at a specific point in time during the **period of insurance**; and
- ▼ does not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control.

We will also only pay for clean up or removal costs if they are caused by such an incident.

The exclusion for contaminants or pollution does not apply to this extra benefit.

2. Legal Liability for unregistered on-site caravans

If your **vehicle** is an unregistered on-site caravan, you are covered for your **legal liability**, caused by your use or occupation of the unregistered on-site caravan.

✗ What we exclude

- ▼ for **personal injury** or **loss of or damage to property** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape.

We will not pay:

- ▼ more than \$500,000 during the **period of insurance**; or
- ▼ if the contaminants or pollutants are dangerous goods.

We do not pay for:

- ▼ amounts you must pay which are covered, or should be, by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance; or
- ▼ Loss or damage to the unregistered on-site caravan.

✓ What we cover

Additional Cover

The cover provided by Part 2 Legal Liability is extended to cover the following

1. Damage by uninsured drivers

Applicable if the vehicle is insured for Legal Liability, Fire and Theft of Legal Liability Only.

Loss of or damage to your vehicle in the period of insurance in an **event** as a result of a collision with another vehicle driven by an uninsured driver.

A driver is uninsured if neither the driver nor the owner of the other vehicle had an insurance policy that would cover them for the loss or damage to your vehicle.

We only pay if:

- ▼ you show the **event** was the fault of the uninsured driver and we agree and
- ▼ you can identify the other vehicle and its driver (name, residential address, phone number and registration details).

2. Indemnity to Principal

Your **legal liability** as set out in Part 2, in respect of any vehicle not owned or supplied by you while that vehicle is being used or driven by you or an **authorised driver** in connection with your **business**.

3. Legal Liability for caravans and trailers

You are covered for your **legal liability** as a result of:

- ▼ the actions of a caravan or trailer while it is being towed by your vehicle;
- ▼ a caravan or trailer running out of control after separating from your vehicle while your vehicle is moving; or
- ▼ another vehicle colliding or acting to avoid a collision with:
 - ▼ property falling off a caravan or trailer while it is being towed by your **vehicle**; or
 - ▼ property being loaded or unloaded from a caravan or trailer attached to your **vehicle**.

✗ What we exclude

In addition to all of the previous **legal liability** exclusions in this part 2, we will not pay if the **loss, damage or legal liability** is excluded by any of the exclusions in part 1 of this section or the General Exclusions.

We will not pay more than \$5,000 for loss of or **damage to your vehicle** during any one **period of insurance**.

We will deduct:

- ▼ any excess that may apply to your **vehicle**, and
- ▼ the residual value of the **vehicle** if it is not repairable (you keep the damaged vehicle).

We do not cover **loss or damage to:**

- ▼ a Caravan or trailer that is a vehicle; or
- ▼ the property which is loaded or unloaded from or which falls from the caravan or the trailer.

We do not cover the cost to remove its trailer's or caravan's debris.

How we settle a Claim

If we agree to pay a claim for **legal liability**, we will pay:

- ▼ the compensation;
- ▼ legal costs and expenses if we have given our prior written consent to you incurring these costs; and
- ▼ costs and charges reasonably and necessarily incurred by you in removing or cleaning up debris, unless stated otherwise in this section.

We will also pay for legal costs in representing you or any other person covered by this section at any inquest or other inquiry relating to an **event** which may give rise to you being liable, if we have given our prior written consent to you incurring these costs.

You must pay any **excess** that may apply. For an example of how we settle a liability claim, see page 77 of this PDS.

Limits to what we pay

If we agree to pay a claim for legal liability, the most we will pay for all claims arising directly or indirectly from one **event** is \$30 million (unless another amount is specified on your **schedule**) but restricted to:

- ▼ \$1,000,000 (unless another amount is specified on your **schedule**) where the vehicle is being used for the transportation of **dangerous goods** or is attached to, or is towing, a vehicle used for the transportation of **dangerous goods**; and
- ▼ \$500,000 during the **period of insurance** in respect of all claims under the “Extra Benefit 1 – Pollution” under Part 2 in this section.

These amounts include all legal costs and expenses.

These limits also apply to any cover for your legal liability provided under any extra benefit, additional benefit or optional cover of this section (both parts 1 and 2) unless a lower limit is specified in the benefit or cover. These limits are the most we will pay even if there are several claims against you relating to the one **event**.

Application of Excess

An **excess** is the amount you might have to pay if you claim. **Excesses** apply to all claims, unless stated otherwise on your policy **schedule** or an **endorsement**.

The basic **excess** or vehicle **excess** is shown on your policy **schedule**. The amounts for any other **excesses** are detailed below. You might have to pay more than one type of **excess** when you claim. You must pay the **excesses** in full.

We will decide if you pay the **excess** to us (when we ask for it) or to the repairer when you pick up your vehicle after it has been repaired. We can also choose to deduct the **excess** from the amount we pay you.

You don't pay any **excess** when your vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity if:

- ▼ Another vehicle is involved, we agree the driver of your vehicle was not at fault, and you can identify the other vehicle and the other driver responsible (name, residential address, phone number and vehicle registration details); or
- ▼ No other vehicle is involved, we agree the driver of your vehicle was not at fault, and you can identify another person at fault (name, residential address and phone number) and prove that they were at fault.

Types of excesses

Basic Excess

Basic Excess is the amount shown on your policy **schedule**.

Age or Inexperienced Drivers Excess

An age or **inexperienced driver excess** applies if a driver under 25 or an **inexperienced driver** was in charge of your vehicle at the time of an **event**. This **excess** will not apply to glass, damage while parked, fire, malicious damage, theft or storm claims.

If we accept a claim where the driver was less than 25 years of age or was an **inexperienced driver**, the following **age or inexperienced driver excesses** will apply to the claim when:

- ▼ the vehicle is a car, 4WD, utility or van not exceeding 2 tonne carrying:
 - ▼ for drivers under 21 years of age \$500
 - ▼ for drivers 21 years of age or older \$300
 - ▼ for inexperienced drivers \$250
- ▼ the vehicle is a prime mover and:
 - ▼ the **insured amount** for the prime mover is less than \$100,000 or it is insured for Legal Liability only – the **age or inexperienced driver excess** is \$2,500 or \$3,500 if the prime mover was towing more than one trailer at the time of the **event**.
 - ▼ the **insured amount** for the prime mover is \$100,000 or more, but not more than \$200,000 – the **age or inexperienced driver excess** is \$10,000 or \$15,000 if the prime mover was towing more than one trailer at the time of the event.
 - ▼ the **insured amount** for the prime mover is more than \$200,000 – the **age or inexperienced driver excess** is \$25,000 or \$37,500 if the prime mover was towing more than one trailer at the time of the **event**.
- ▼ the vehicle is not a car, 4WD, utility, van not exceeding 2 tonne carrying capacity or prime mover the **age or inexperience excess** is \$750.

You must pay these **age or inexperienced driver excess** in addition to any other **excess** for your vehicle that may be payable. For the purposes of the application of these **age or inexperienced driver excess**, a dolly is considered a trailer.

Tipping Excess

A tipping excess applies if your **vehicle** is a trailer or rigid body truck and it is **damaged** while the tipping hoist is partly or fully extended. The tipping **excess** is \$1,000 and you pay this in addition to any other **excess** payable for your **vehicle**.

Non-Owned Trailer in Control Excess

Non-owned trailer in control liability **excess** applies if we accept a claim for **loss** of or **damage** to a non-owned trailer or trailers that are in your legal possession or control at the time of the **event**. The non-owned trailer **excess** is \$2,500 payable per trailer. If there is also a claim for **loss** or **damage** to your **vehicle**, you pay the **excess** shown on your policy **schedule** for your **vehicle** in addition to the **excess** payable for the **loss** or **damage** to any non-owned trailer.

Hired Vehicle Excess

A hired vehicle **excess** of \$500 applies to this additional cover.

You pay this in addition to any other **excess** for your **vehicle** that may be applicable.

Vehicles Being Test Driven by You

An **excess** of \$1,000 applies to this additional cover.

You pay this in addition to any other **excess** for your **vehicle** that may be applicable.

Theft Excess

A theft excess of \$2,500 applies to each claim for theft or damage occasioned by theft of:

- ▼ Your skid steer loader, excavator, loader, backhoe or bobcat, or
- ▼ Any of their accessories, whether these accessories are attached to your **vehicle** at the time of the theft or damage or not.

You pay this in addition to any other **excess** for your **vehicle** that may be applicable.

Endorsement Excess

An **endorsement excess** may apply if you have **endorsements** to your policy. Any **endorsement excess** applicable to your policy will be shown in the **endorsement** wording.

You pay the **endorsement excess** shown in the **endorsement** wording in addition to any other **excess** for your **vehicle** that may be payable.

Non-Owned Vehicle Excess

A non-owned vehicle **excess** of \$500 applies for any claim accepted by us in relation to a vehicle, or your use of a vehicle, which is not a **vehicle**.

You pay this in addition to any other **excess** for your **vehicle** that may be applicable.

Radius Excess

A radius **excess** applies if we accept a claim for **loss** or **damage** to your vehicle or **legal liability** caused by it, and at the time of the **event**, your **vehicle** is on a journey to or from a destination beyond the maximum radius of operation shown on your **schedule** measured from your vehicles garaged postcode shown on your **schedule**.

The radius excess is:

- ▼ \$500 if your vehicle is a truck or bus,
- ▼ \$2,500 if your vehicle is a trailer which at the time of the **event** was being towed by a prime mover or \$500 if being towed by a truck, or
- ▼ \$7,500 if your vehicle is a prime mover.

You pay the radius excess in addition to any other excess for your vehicle that may be payable.

Application of excess involving trailer and towing vehicle.

If a trailer being towed by a **vehicle** damages the property of another person and:

- ▼ only the trailer was damaged, the excess for the towing **vehicle** will apply; or
- ▼ there is no damage to either the trailer or towing **vehicle**, the excess for the towing **vehicle** will apply.

When we will not pay a claim

You are not covered for an **event** occurring when your **vehicle** is being driven by, or is in the charge of, someone who:

- ▼ was under the influence of, or had their judgement affected by, any alcohol or drug;
- ▼ had more than the legal limit of alcohol in their breath or blood, as shown by analysis;
- ▼ refused to take a legal test for alcohol or drugs or
- ▼ was not licensed, not correctly licensed or not complying with the conditions of their licence.

We will cover you if you were not the driver or person in charge of your **vehicle** at the time of the **event** and you can satisfy us that you did not know, and could not have reasonably known, of any of the above circumstances. If we pay a claim we can recover those costs from the person who was driving or in charge of your vehicle, unless the law prohibits recovery by us.

You are not covered under this Section:

- ▼ if you or an **authorised driver** does something or neglects to do something that is not in accordance with this policy or does not give us the information or assistance that we ask for;
- ▼ for **loss, damage** or legal liability arising while your **vehicle** is being driven or used at, in or on any **aircraft** hangar or any part of an airport or airfield used by **aircraft** for loading, unloading, taxiing, takeoffs or landings;
- ▼ for theft of or malicious **damage** to your **vehicle** when anyone insured under this policy has not taken reasonable care to prevent this **loss** or **damage**;
- ▼ for financial loss:
 - ▼ Occurring because you cannot use your **vehicle**;
 - ▼ Because your **vehicle's** value was less after being repaired; or
 - ▼ Because your **vehicle's** working life has been reduced;
- ▼ for **loss** of or **damage** to a drill rod or bit attached to your **vehicle** while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism;
- ▼ for the cost to repair or replace burnt out electric motors or wiring of appliances in your caravan;
- ▼ for **damage** to your caravan, caravan annexe, trailer or personal effects caused by biting, chewing or scratching by an animal or bird;
- ▼ for **damage** to your caravan, caravan annexe or **personal effects** caused by any tenant;
- ▼ if your unregistered on-site caravan is unoccupied for 60 consecutive day. (If you want cover over 60 days, you need to ask us for an extension of time and we must agree in writing. We might charge an extra premium or impose special terms.);
- ▼ for action by the sea or high water;
- ▼ for **loss** or **damage** caused by any biological, bacterial, viral, germ, chemical or poisonous pollutant or contaminant or any looting or rioting following these occurrences;
- ▼ for theft by anyone who has hired or leased your vehicle or who has taken it as security for a debt;

You are not covered if, at the time of an event, your vehicle was:

- ▼ damaged, unsafe or unroadworthy;
- ▼ being used in a race, contest, trial, test, hill climb or any similar activity;
- ▼ being used on a competition race track, circuit, course or arena;
- ▼ being used by you for illegal purposes;
- ▼ carrying passengers for payment or reward unless it was a car pool, child car arrangement or fare paying passenger bus;
- ▼ carrying a greater number of passengers than it was designed for or is allowable according to law;
- ▼ conveying, towing, lifting or carrying a load not secured according to law;
- ▼ conveying, towing, lifting or carrying a load in excess of that which is was designed for or is allowable according to law;
- ▼ being used to move **dangerous goods** or substances that pollute or contaminate unless this was done legally;
- ▼ travelling on railway lines; or
- ▼ being used for subterranean mining (but we will cover you if your vehicle was being used for open cut mining).

Claim payment examples

The following worked dollar examples are designed to assist in the understanding of some of the important benefits in this section 10 and how claims are calculated. The examples do not cover all scenarios or all benefits and do not form part of your policy terms and conditions. The following should be used as a general guide only. You should consider all examples as each example covers different benefits and scenarios.

Total Loss, Market Value

A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for market value. The basic excess is \$500. The vehicle is damaged in an accident and we assess the cost of repair to be \$20,000. We decide it is a total loss.

The market value is determined as follows:

The vehicle is an 8 year old sedan in poor condition. A motor vehicle guide records the value is \$20,000 for good condition. We assess the market value to be \$15,000 (GST inclusive).

How much we pay		Further information
Market value sum insured	\$15,000	The vehicle is a total loss with a market value of \$15,000. We normally decide the vehicle is a total loss if the complete repair cost, less the salvage value of the vehicle is equal to or higher than the Insured Amount.
Less ITC	-\$1,364	If you are registered for GST and entitled to an Input Tax Credit (ITC) we will deduct this entitlement. In this example you are entitled to a full Input Tax Credit (100%). We will not deduct this entitlement if your vehicle is insured for Agreed Value.
Less outstanding premium	-\$300	If you paid your insurance by pay by the month instalments, we will deduct the remaining instalments for the period of insurance. In this example, there are three \$100 per month instalments remaining when total loss occurs.
Less excess	-\$500	Only the basic excess applies in this example. We deduct this from the amount we pay to you.
Total claim	\$12,836	We would normally pay the Total claim amount directly to you in a total loss situation.
Plus Lease Payout	\$2,200	If, instead of owning your vehicle outright, your vehicle was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), we will pay the difference between the amount owing under the finance arrangement and the market value (\$17,200 - \$15,000). This benefit has a limit of 20% of the market value (\$3,000).
Less ITC	-\$200	In this example you are entitled to a full Input Tax Credit (100%).
Total claim	\$14,836	We would normally pay the claim directly to your financier and not to you in circumstances of a lease payout. You pay your financier any amounts left owing.

If the vehicle in the above example was less than 2 years old at the time of the accident, instead of paying the claim above we can replace the vehicle with a new vehicle including similar accessories and parts plus on-road costs e.g. registration, compulsory third party, pre-delivery. You must pay the excess to the dealership who has provided the replacement vehicle or us.

If the vehicle salvage is valued at \$1000, the salvage becomes our property and we are entitled to keep the \$1000 proceeds of its sale plus any registration and compulsory third party insurance refund. This does not affect the calculations above unless you obtain these refunds directly in which case we will deduct these costs from the total claim above.

Example: Repair, Agreed Value

A vehicle is comprehensively insured for an agreed value of \$20,000. The basic excess is \$500. The vehicle is stolen and subsequently recovered, damaged, 25 days later. We assess the cost of repairs to be \$5,500.

How much we pay		Further information
Damage to vehicle	\$5,000	We normally decide the vehicle is repairable if the cost of repairs is significantly less than the sum insured (in this example the sum insured is the agreed value of \$20,000).
Less Excess	- \$500	Only the basic excess applies in this example. We normally require you to pay the excess directly to the repairer.
Total claim	\$5,000	We normally pay this amount directly to the repairer.
<i>If personal effects to the value of \$350 are also stolen during the theft:</i>		
Plus Personal Effects	+\$350	Personal effects cover is limited to \$1,000 per event. This extra benefit's sub-limit is in addition to the \$20,000 agreed value limit for vehicle.
Total claim	\$5,350	We normally pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).
<i>If a replacement vehicle of a similar type for a cost of \$100 per day is arranged by us:</i>		
Plus vehicle hire cost	+\$2,500	The cost per day times the number of days from the date of theft until the date of recovery is 25 x \$100. This benefit has a limit of up to 30 days and we will not pay more than \$3,000. Note: This benefit would not apply if the vehicle was damaged in an accident instead of stolen, unless the policyholder also selected optional cover 2 'Rental vehicle following accident'.
Total claim	\$7,850	We normally pay the \$2,500 for vehicle hire directly to the hire company (the \$350 to you and the \$5,000 to the repairer).

Example: Legal Liability

A vehicle is insured for Legal Liability cover. The vehicle is involved in an accident and the other driver claims that the driver of your vehicle has a legal liability for the accident. The damage to the other vehicle would be assessed by a court at \$12,500. There is a basic excess of \$500 on your policy. The legal costs to defend your legal liability are \$3000.

How much we pay		Further information
Damage to other vehicle	\$12,500	We normally pay the cost of repairs directly to the third-party claimant.
Less Excess	- \$500	Only the basic excess applies in this example. We normally require you to pay this amount to us before we act on your behalf.
Plus our legal costs	+ \$3,000	We incur and do not charge you for these costs providing you have paid your excess prior to legal costs being incurred.
Total claim	\$15,000	

If the driver of your vehicle was not at fault and the driver of the other vehicle was at fault but was not insured, and you provide us with the details of the other driver. The basic excess is \$500. For the purposes of this example it is assumed that you do not have comprehensive insurance:

Uninsured vehicles additional cover	\$4,500	Your vehicle is not covered for own damage because Legal Liability cover was purchased. However, the 'uninsured vehicle additional cover' provides limited cover in these circumstances for up to \$5,000. For the purposes of this example, we assess that the damage to your car will cost more than its market value of \$4,500. We decide it is not repairable.
Less ITC	- \$409.09	If the policyholder is registered for GST and is entitled to receive an ITC in relation to the claim we will deduct \$409.09 from the Total claim above.
Less Excess	- \$500	Only the basic excess applies in this example. We deduct this from the amount we pay you.
Less residual value of wreck	- \$500	The remaining value of your damaged vehicle. We deduct this from the amount we pay you.
Total claim	\$3,091.01	We normally pay this directly to you. You will keep the damaged vehicle.

General Exclusions

These are the policy exclusions which apply to all the sections of your policy, unless otherwise specified. We will not cover:

1. Nuclear risks

any **loss**, destruction, consequential loss, **damage**, injury or **legal liability** directly or indirectly caused by or contributed to by or arising from:

- ▼ ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or
- ▼ the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

2. Nuclear weapons

any **loss**, destruction, consequential loss, **damage**, injury, or **legal liability** directly or indirectly caused by or contributed to by, or arising from nuclear weapons material.

3. War risks

any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

4. Confiscation, nationalisation or expropriation

- ▼ any **loss**, **damage** or consequential loss due to confiscation, nationalisation or expropriation.
- ▼ any **loss**, **damage** or consequential loss caused by any person or organisation who lawfully destroys or takes away your ownership or control of any property or vehicle covered by the policy.

5. Existing damage

any **loss** or **damage** which happens before the **period of insurance** or which arises from an **event** before the **period of insurance** starts unless specifically stated otherwise in a policy section.

6. Deliberate damage

any **loss** or **damage** caused deliberately by you, or any director, business partner, principal, or **employee** of yours, or with your permission.

7. Unoccupied premises

any **loss** or **damage** where the **premises** has been totally unoccupied for 60 (sixty) or more consecutive days, unless our written consent has been obtained before the **premises** are left so unoccupied.

This does not apply to section 7.

8. Contractual liability

any **loss** or **damage** in respect of which you have entered into an agreement which excludes your right to recover from a third party or any claim for liability where you have admitted liability without our agreement.

9. Consequential loss

consequential loss of any kind including loss by delay, confiscation or detention by customs or other lawful authority, loss of market, lack of performance, loss of contract or depreciation in the value of land and stock.

This does not apply to section 5.

10. Electronic Data Exclusion

This exclusion prevails over any other provision in the policy except any terrorism exclusion.

(a) We will not cover:

- (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**,
- (ii) error in creating, amending, entering, deleting or using **electronic data**, or
- (iii) total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

(b) We will not cover **legal liability** for communication, display, distribution or publication of **electronic data**. However, this exclusion (b) does not apply to bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them.

(c) Where an **event** listed below (being an **event** covered under "What we cover" in section 1 or section 3 of this policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, this policy, subject to all its provisions, will insure:

- (i) **loss** or **damage** to insured **property** directly caused by the **event**, or
- (ii) consequential loss insured by this policy.

This exclusion does not apply where an **event** listed below (being an **event** covered under “What we cover” in section 1 or section 3 of this policy but for this exclusion) caused any of the matters described in paragraph (a) above.

Fire

Lightning or thunderbolt

Explosion

Earthquake, including subterranean fire, volcanic eruption

Impact by any road vehicle, space debris, animal, falling tree

Impact by aircraft or anything dropped from them

Wind or water (including snow, sleet and hail)

Sprinkler leakage

Theft of **electronic data** solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such **electronic data**.

(d) For the purposes of the “What we pay” provision in this policy, computer systems records includes **electronic data**.

(e) Where **damage to property** or **property** are used in this policy, they do not include **electronic data**.

This does not apply to sections 1E, 8, 9 or 10.

11. Terrorism

except as otherwise provided in the Terrorism Insurance Act 2003, we will not cover:

- (a) **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **personal injury, damage to property, legal liability, loss, damage**, cost or expense;
- (b) **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

Definitions

Word	Meaning
Act of terrorism	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 organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.
Additional Costs	<ul style="list-style-type: none"> ▼ First aid costs (other than medical costs which we are not allowed to pay by law); ▼ Defence costs incurred with our written consent; ▼ Any other costs and expenses incurred with our written consent; and ▼ The cost of emergency first aid to other persons and for costs incurred with our consent for temporary repairs, shoring up or protection of damaged property of others.
ADR	Any form of alternative dispute resolution (not including any form of dispute resolution provided or ordered by courts, tribunals or other statutory bodies) which is agreed between us and you as appropriate for a particular commercial dispute .
ADR clause	A clause embodied in your written contracts in the following terms or in substantially those terms as approved by us: "If any dispute arises in relation to this contract, the parties must, before instituting any legal proceedings, use their best endeavours to resolve the dispute and must participate in good faith in alternative dispute resolution presided over by a mediator agreed to by both parties."
Advertising Liability	<ol style="list-style-type: none"> a) Any infringement of copyright or passing off of title or slogan; or b) Unfair competition, piracy, idea misappropriation contrary to an implied contract; or c) 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.
Agreed Value	The amount we agree to insure your vehicle for. This amount is shown in the schedule .
Air Conditioner	An appliance, system, or mechanism designed to extract heat from an area via a refrigeration cycle. Its purpose in a building is to provide comfort during either hot or cold weather.
Annual Income	The gross income during the 12 months immediately before the date the damage occurred.

Word	Meaning
Appointed Solicitor	The solicitor appointed to act for you, with our approval.
ATM	<p>Automatic Telling Machine which is a burglar resistant unit on the premises designed for the safe storage and disbursement of bank notes which resists fire and attack by hand-held or power operated tools.</p> <p>The ATM must be fixed in or to a wall or other structural feature that is part of the building.</p>
Attendance Expenses	<p>The salary or wages of an insured employee for the period he or she is absent from work to attend either as a witness on your behalf or on behalf of another insured employee and at the request of the appointed solicitor, or as a defendant at a court, tribunal or arbitration hearing as the case may be or as a jury member for each half or whole day of such attendance to the extent that they are not recoverable from the court, tribunal or arbitration hearing or from the other side in the case or action; they must be calculated on the basis that:</p> <ul style="list-style-type: none"> ▼ the period of absence from work includes the time taken to travel to and from the hearing and shall be calculated to the nearest half day; ▼ taking an eight hour day to be a whole day for this purpose and as the maximum period for which a claim can be made in respect of one day; ▼ for full time insured employees one whole day's salary or wages equals 1/250th of the insured employee's annual salary or wages at the time of such attendance; ▼ for part time insured employees the salary or wages for the period of absence from work shall bear the same proportion to their weekly salary or wages as the period of absence from work to their normal working week for you.
Audit	The audit of a return submitted by you or on your behalf by the Australian Tax Office (ATO), or any Australian Commonwealth State or Territory department, body or agency, or authority which is duly authorised to conduct such an audit, or a record keeping audit but excluding any audit of a superannuation fund for the purposes of determining any matter relating to the superannuation funds', or its trustees' compliance with any of the provisions of the Superannuation Industry Supervision Act 1993 (SIS) unless the Superannuation Optional Cover is selected and an additional premium paid.
Auditor	An officer who is authorised under Commonwealth, State or Territory legislation to carry out an audit of your taxation or financial affairs or return .
Authorised Driver	A person controlling, driving or using your vehicle with your consent.

Word
Boilers and Pressure Plant
Breakdown
Building or Buildings
Business
Business Equipment
Business Hours
Capital Additions
Cigarettes, and liquor

Meaning
<p>Those parts of the permanent structure of the machinery owned by you or for which you are legally responsible which are subject to internal steam gas or fluid pressure (other than atmospheric pressure) including:</p> <ul style="list-style-type: none"> ▼ fittings and direct attachments which are connected to the permanent structure without intervening valve or cock ▼ Supporting structures of the machinery described above (other than foundations, masonry or brickwork) such as furnace doors, access doors, external combustion chambers smoke boxes and casings; ▼ Metal parts of pressure and water gauges and their connections to the permanent structure.
<p>Sudden unforeseen physical loss or damage of item of machinery, computer equipment or electronic equipment which may include but is not limited to the actual breaking, seizing, deformation or burning put sufficient to prevent the item undertaking its normal operation and necessitating repair or replacement before normal operation of it can be resumed.</p>
<p>Buildings and structural improvements, including services, fences, walls, gates and landlord's fixtures and fittings.</p> <p>Buildings do not include:</p> <ul style="list-style-type: none"> ▼ Temporary buildings or shipping containers at the situation unless they are fixed to foundations, wired for electrical services and the security is at least the same as the permanent buildings or any padlocks in use are rated between 7 and 10 by AS4145.4 as amended; ▼ Loose or compacted soil, earth, gravel pebbles, rocks or granular rubber, gravel, pebble driveway or carpark but we will pay the cost to restore soil or earth to the extent that it is necessary to repair insured damage to your buildings.
<p>The business described in the schedule, including the ownership of any premises shown in the schedule.</p>
<p>Machinery, boilers and pressure plant, computer equipment and general electronic equipment.</p>
<p>The time that you or any of your employees are on the premises in connection with the business, including overtime.</p>
<p>Alterations or additions to buildings or contents at the premises carried out after the commencement of the period of insurance.</p>
<p>Cigarettes, cigars, tobacco, liquor and spirits.</p>

Word	Meaning
Collapse	The sudden distortion of the furnace or firebox of an internally fired boiler or any part of a pressure vessel caused by bending or crushing of the permanent structure by force of steam, gas, fluid, pressure or vacuum including damage caused by overheating resulting from a deficiency of water.
Commercial Dispute	A dispute between you and any other party arising out of or in connection with your business.
Computer Equipment	Electronic data processing equipment comprising a central processing unit with flexible programming ability, video display units, printers, hard disks, floppy disk drives, micro diskettes including read or write heads, electro or mechanical motors and passive components, but does not include software.
Computer Virus	A corrupting, harmful, or otherwise unauthorised piece of code that infiltrates your computer equipment , including a set of unauthorised instructions, programmatic or otherwise, that propagates itself through your computer equipment . Computer virus includes "Trojan horses", "worms" and "time or logic bombs".
Concluded Decision	Written notification of the auditor's concluded views in connection with a return and includes any written statement which is intended by the auditor to be its findings in connection with a return or the basis upon which it proposes to act in connection with a return .
Contaminants or Pollutants	Includes smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants. In regard to the Section 10- Commercial Motor, pollutants and contaminants do not include dangerous goods .
Contents	<ul style="list-style-type: none"> ▼ Business equipment, plant, fixtures, fittings, business furniture and tools of trade; ▼ documents; ▼ patterns, models, moulds, dies or lasts, but limited to the value of such items in your financial records used in connection with the business; or ▼ paintings, works of art, antiques and curios; ▼ owned by you or for which you are legally responsible. ▼ Contents also includes: ▼ tenants' improvements (when you are the tenant but not the owner of the premises); and ▼ landlord's fixtures and fittings for which you as tenant are legally liable.
Damage or Damaged	Sudden and unforeseen physical damage or destruction.
Damage to Property	<ul style="list-style-type: none"> ▼ physical loss of or damage to or destruction of tangible property including resultant loss of use; or ▼ loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an occurrence.

Word
Dangerous Goods
Diagnostic Equipment
Documents
Domestic type hot water systems
Electronic Data
Emergency Repairs
Employee or Employees
Employee Dishonesty
Endorsement
Event or events

Meaning
<ul style="list-style-type: none"> ▼ substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail; ▼ liquid fuels, liquefied or compressed gasses, toxic chemicals, acids, organic peroxides, or corrosives; ▼ infectious, explosive radioactive, or oxidising substances; or ▼ substances with a flashpoint of below twenty two point seven degrees celsius (22.7°C).
Electronic research, diagnostic or electro-medical equipment.
Documents, manuscripts, business books, computer system's records, plans or designs. These items are only insured for their value in an unused or blank state as stationery or media as the case may be.
Any heating or hot water system of any kind used for domestic purposes not exceeding 500 litres and normally operating at a temperature not exceeding ninety nine degrees celsius (99°C).
Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronics and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.
Minor repairs which are essential for you to be able to drive your vehicle safely from an accident or event causing damage .
Any person: <ul style="list-style-type: none"> ▼ engaged in the business under a contract of service or apprenticeship, <li style="padding-left: 20px;">or ▼ Supplied to you pursuant to a contract of labour hire.
The unlawful taking of property or money by an employee while working for you in connection with the business (whether acting alone or in collusion with others) with the intent to: <ol style="list-style-type: none"> a) cause loss to you; or b) benefit any person or organisation other than you.
A written change or addition we make to your policy, particularly if we have changed the cover to meet your needs or excluded a specific cover we would have normally covered. Any endorsements that apply to your policy will be shown on your policy schedule, unless we send you the endorsement separately.
One incident or all incidents of a series consequent on, or attributable to, one source or original cause.

Word	Meaning
Excess or Excesses	<p>The first amount of each and every claim that shall be paid by you, before the application of any limits by the policy.</p> <p>Other than for Section 10, if more than one excess applies then you will only need to pay the highest excess.</p>
Expendable Items	<ul style="list-style-type: none"> ▼ Electrical and electronic glass bulbs, tubes, x-ray tubes, contacts, fuses and heating elements; ▼ Tracks, rails, wear plates, cutting edges, tools, dies, engraved cylinders, moulds, patterns, shear pins, filters, chains, belts, tyres, tracks or conveyor belts and any other part or parts which require periodic replacement.
Flood	<p>The inundation of normally dry land by water escaping or released from the normal confines of any natural water course or lake, whether or not altered or modified, or of any reservoir canal or dam.</p>
General Electronic Equipment	<p>Telecommunication transmission and receiving equipment, electronic research, diagnostic or electro-medical equipment, lighting facilities, audio visual, amplification and surveillance equipment, and office machines owned by you or for which you are legally responsible.</p>
Glass	<p>Glass (including plastic material used as glass) which belongs to you, or for which you are legally responsible and including:</p> <ul style="list-style-type: none"> ▼ external glass; ▼ internal glass and vitreous china or ceramic; and ▼ toilet pans, cisterns and wash basins; but excluding: <ul style="list-style-type: none"> ▼ signs; ▼ expendable items; ▼ stock in trade or merchandise; ▼ ornaments, antiques or portable glass objects; ▼ chipped or cracked or imperfect glass, or glass in poor condition; ▼ glass in electronic and/or printing equipment; and ▼ glass in any glass house, conservatory, radio, television screen, computer screen, vase, picture, crystal, crockery, china, or glass normally carried by hand.
Goods	<p>Stock, plant and or machinery that you buy, sell or use in connection with your business.</p>
Gross Income	<p>The money paid or payable to you for goods sold, services rendered, or rental received, less the purchase price of stock.</p>
Gross Profit	<p>The amount by which the sum of money paid or payable to you for goods sold, services rendered or rent received, plus the amount of stock and work in progress at the end of your financial year exceed the sum of the opening stock and the work in progress at the beginning of the financial year and the uninsured working expenses.</p>

Word
Home Building
Indemnity Period
Indemnity value of the Building
Inexperienced Driver
Insured Amount or Insured Amounts
Insured Employee
Investigation
Legal Costs and Expenses
Loss or losses
Machinery
Market Value

Meaning
Means a Building which is used or intended to be used principally and primarily as a place of residence. An example of what is considered a home building is where the building is a commercial premise but you also live in the building or you rent part of the building out for residential purposes.
The period beginning when the damage took place, and ending when the business is no longer affected by the damage , or the period shown in the schedule , whichever is the sooner.
The value of the building at the time or loss or damage taking into account the age and condition of the building .
A person who is 25 years or over and has not held a drivers licence for the class of vehicle being driven at the time of the event for the past 2 consecutive years.
The relevant amount specified in the schedule .
All of your employees , including directors, business partners and managers. We will treat any statement, claim, act or omission by any one of the insured employees and you as a statement, claim, act or omission by all of them.
Any official inquiry, investigation, examination or review in respect of a return by any Federal, State or Territory government or statutory authority duly authorised to conduct this form of activity.
Costs and disbursements reasonably and properly charged or incurred by the appointed solicitor or by any mediator appointed by any ADR body at rates approved by us in writing.
Sudden and unforeseen physical loss.
Any item or component of an item that is owned by you or for which you are legally responsible including electronic and other integral parts which generates, contains, controls, transmits, receives, transforms, or utilises any form or source of energy or power. Machinery includes boilers and pressure plant . Machinery includes air conditioners , when your schedule shows that they are covered. Machinery does not include computer equipment , or general electronic equipment , coin/card operated machines, lifts and escalators, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, domestic type hot water systems , mobile plant, ducting, reticulating electrical wiring, water and gas piping and any other machinery not installed or used at the premises unless shown in the schedule .
The amount you would have to pay to buy a vehicle similar to your vehicle immediately before the loss or damage , taking into account its make, model, age, kilometres travelled and condition. To determine the market value , we may refer to an accepted motor vehicle valuation guide used by the motor industry.

Word	Meaning
Media	Material on which electronic data is recorded or stored such as magnetic tapes, hard disks, cartridges, CDs, DVDs, floppy disks and flash drives.
Mediator	An independent third party who assists in the resolution of a commercial dispute .
Mobile Electronic Equipment	General electronic equipment which by design and for purpose is portable and moveable.
Money	Cash, bank notes, currency notes, negotiable cheques, negotiable securities, travellers' cheques, debit and credit card vouchers, discount house vouchers, money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, stored value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines.
Negotiable Instrument	A legal document that represents money and that can be legally transferred in title from one person to another.
Non Temperature Controlled Goods	Goods belonging to you which are not temperature controlled goods .
Occurrence	An event , including continuous or repeated exposure to substantially the same general conditions.
Office	A room used solely for clerical or administrative duties.
Opponents Civil Costs	The costs incurred by other parties in civil cases to the extent that you or the insured employee are held liable in court proceedings to pay those costs or otherwise become liable to pay them as the result of filing a notice of discontinuance of the proceedings or under settlement made with the other party with our prior approval.
Other Property	Items described in the schedule .
Outstanding Accounts Receivable	The total amount owed to your business by customers as at the end of the month immediately prior to the date of the damage , adjusted for: <ul style="list-style-type: none"> (a) bad debts; (b) amounts debited (or invoiced but not yet debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which the last statement relates, and the time of the damage; and (c) any abnormal condition of trade which had, or could have had, a material effect on the business.
Partial Loss	When we decide, at our option, to repair your vehicle , replace any part of it or reimburse you for the loss or damage to it. In this case, we will not treat your vehicle as a total loss .

Word
Penalty Claim
Period of Insurance
Personal effects
Personal injury
Premises
Pressure Pipe Systems
Product or Products

Meaning
An event or claim where we consider you to be at fault, or a claim where we are not able to recover the costs of repairing or replacing your vehicle .
The period of time beginning on the date shown by "Start Date" on the schedule , and ending at 4.00 p.m. on the date shown by "Expiry Date" on the schedule .
Clothing and personal belongings normally worn or carried but excluding personal computers, non-fixed GPS units, musical instruments, curios, works of art, money or credit cards.
<ul style="list-style-type: none"> ▼ Death, bodily injury, sickness, disease, disability, shock, fright, mental injury, mental anguish, or loss of consortium resulting from any of them; or the effects of: ▼ false arrest, false imprisonment, wrongful eviction, wrongful detention, and humiliation; ▼ libel, slander, defamation of character or invasion of the right of privacy; or ▼ assault and battery not committed by, or at the direction of, you unless committed for the purpose of preventing or eliminating danger to persons or property.
The premises specified in the schedule .
In respect of boilers and pressure plant any pressure pipe systems with valves, fittings, traps and separators which contain steam condensate, gas or fluids under pressure (other than atmospheric pressure) and which is generated in whole or in part within the machinery specified in the schedule , including any feed water piping between such boiler and its feed pump or injector, but not including any such pipe systems which form part of any other vessel or apparatus. In respect of refrigeration and air-conditioning machinery specified in the schedule the interconnecting coils and pipework containing transfer media.
Anything (after it has ceased to be in your possession or control) including its packaging or container which is manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied, or distributed in or from Australia or its external territories by you in the normal course of the business , and also including design formula or specification, directions, markings, instructions or warnings given or omitted to be given by you in connection with such products .

Word	Meaning
Professional Fees	<p>Reasonable and necessary fees, costs and disbursements incurred in connection with an audit that would be payable by you to your professional adviser for work undertaken in connection with an audit, but does not mean or include fees, costs and disbursements which:</p> <ol style="list-style-type: none"> form part of an annual or fixed fee or cost arrangement; relate to any subsequent objection or appeal or request for review in respect of the audit, or any assessment, amended assessment or concluded decision of the auditor; or relate to or are associated with the preparation of any accounts, financial statements and/or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return and/or document was required to be lodged.
Property	<p>Buildings, contents, stock, capital additions and any other items specified in the schedule, owned by you or for which you are legally responsible, but excluding:</p> <ol style="list-style-type: none"> money; explosives; aircraft and watercraft of every kind and description; or registered motor vehicles and trailers unless these items are specified in the schedule.
Rate of Gross Profit	<p>The rate of gross profit, expressed as a percentage, earned on the standard income during the financial year immediately before the date the loss or damage to your property due to an insured event.</p>
Reasonable repair costs	<p>If you choose your own repairer, we will pay the amount we consider to be reasonable repair costs taking into account:</p> <ul style="list-style-type: none"> ▼ your repairer's quote with any adjustment or reduction recommended by an experienced motor vehicle assessor we appoint, and ▼ a quote we may choose to obtain from one of our recommended repairers.
Recommended repairer	<p>A repairer who has been appointed by us as a recommended repairer because we have assessed the repairer as capable of meeting our strict standards of quality workmanship, timeliness, efficiency and cost effectiveness.</p>
Record Keeping Audit	<p>Any enquiry or investigation by the Australian Taxation Office which is aimed at determining the extent of your compliance with the record keeping requirements of relevant taxation legislation.</p>
Replacement Vehicle	<p>A vehicle which you have bought to replace your vehicle which you have sold.</p>

Word	Meaning
Return	Any return legally required to be, and is actually lodged with, an Australian Commonwealth, Federal or State government or government authority or agency by you or on your behalf.
Reviewable Decision	Has the same meaning as that in Section 10 of the Superannuation Industry Supervision Act 1993 (SIS).
Road	Any surveyed or unsurveyed land dedicated to public use, according to law, as a road (including a footpath or median strip). It also includes a toll road or a bridge which is open to the public and used as a road.
Safe or Strongroom	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, but excluding any automated teller machine.
Schedule	The schedule attached to and forming part of the policy, or if the policy has been renewed the schedule issued with the renewal notice.
Seasonal Increase period or Seasonal Increase periods	<p>Any period of time during the period of insurance that has turnover at least 30% higher than the average turnover, sales or level of stock compared to other times during the period of insurance.</p> <p>The total number of days we will allow as seasonal increase periods is 120 days in total during any one period of insurance. You do not have to tell us what the dates of the periods are, but if you claim under a policy section which has the Seasonal Increase cover, then your financial records over at least the previous 2 years must substantiate the period as a seasonal increase period. If the business is less than 2 years, 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>
Self managed Superannuation Fund	<p>Any self-managed superannuation fund which meets the definition contained in the Superannuation Industry (Supervision) Act 1993 (SIS) namely:</p> <ul style="list-style-type: none"> ▼ fewer than 5 members; ▼ each individual trustee (or director if a corporate trustee) is a member; ▼ each member is a trustee (or director if a corporate trustee); ▼ no member is an employee of another member (unless they are relatives); and ▼ trustees do not receive remuneration for their services.

Word	Meaning
Signs	Advertising or identification signs made out of glass or electrically illuminated permanently fixed to the building or contained within the premises .
Specified Accessory or specified accessories	Equipment (including auxiliary equipment attached to earthmoving, lifting or maintenance vehicles) and optional extras that: <ul style="list-style-type: none"> ▼ are not supplied by the manufacturer as original equipment; ▼ you tell us about; ▼ are listed in the schedule; and; ▼ are in or on a vehicle listed in the schedule.
Specified Item or specified items	An item owned by you that is shown and specified in the schedule .
Standard Income	The gross income during that period which corresponds to the indemnity period , in the 12 months before the damage occurred.
Stock	Stock in trade and cigarettes and liquor.
Stock in Trade	Merchandise and customers' goods for which you are legally responsible including the value of the work done and any containers or packaging materials used in connection with the business , but excluding cigarettes and liquor , and bullion.
Stock Transfer or Stock Transfers	Transfer of goods between your premises .
Substitute Vehicle	A vehicle which does not belong to you and which you, your spouse, defacto partner or an employee are using while your vehicle is not in use because your vehicle is unroadworthy or undergoing repair.
Temperature Controlled Goods	Goods belonging to you that require a controlled temperature environment for transit.
Territorial Limits	<ul style="list-style-type: none"> ▼ Australia including its external territories ▼ Anywhere else in the world except North America or states or territories incorporated in or administered by any country in North America.
Total Loss	When your vehicle is stolen and not recovered, or is damaged so badly it would cost more to repair than the value of your vehicle .
Trade Samples	Samples of your goods carried for the purpose of demonstration.
UNEP	Montreal Protocol with respect to substances which deplete the ozone layer.
Uninsured Working Expenses	The working expenses of your business which you elect not to insure under Gross Profit insured amount shown in your schedule .

Word
Unspecified items or Unspecified Items
Value of your vehicle
Vehicle
Weekly Benefit
Weekly Income

Meaning
Portable or valuable items that you usually carry around with you for use in the course of your business such as tools of trade, office equipment, trade samples and scientific equipment owned by you or for which you are legally responsible and which are items in a category listed in the schedule .
The market value or agreed value , whichever is shown in your schedule .
The vehicle(s) described on your schedule. The following accessories will also be insured if they are attached to or in or on your vehicle: baby capsule/car seats – bicycle carriers - binders – bonnet protector – built in refrigerators – built in televisions – bull bar – caravan annexe - cargo barrier – CB and/or 2 way radio – chains – cruise control – dash mats – decorative wheel trims – driving lights – fire extinguishers – fixed GPS units – floor mats – gates – headlamp guards – motor cycle helmets, gloves, or associated riding clothes up to a total of \$500 (if we pay a claim covering your motorcycle) – mud flaps – paint protection – panel/rust protection – pinstriping/ decals – protective mouldings – rear louve sunshade – registration plate covers – ring feeder – seat covers – side steps for a 4WD – sleeping box – sound systems (fitted as standard by manufacturer) – spare wheel cover – steering locks – tarpaulins – tools supplied as standard by the vehicle manufacturer or similar replacements – tow bars – vehicle signwriting costs for – weather shield – winch. It also includes other vehicle accessories or modifications if we have agreed to insure them as part of your vehicle and they are shown on your policy schedule.
The amount shown in the schedule .
The gross income received by you for each week the business is in operation, during the indemnity period .

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