

## Motor Trade Policy Endorsement

Tailored Insurances for the Motor Trade



## Purpose of this endorsement

This is an endorsement to the Vero Enterprise Motor Trade Policy (Policy) dated 01 March 2007.

The endorsement is provided by Vero Enterprise, which is a division of Vero Insurance Limited ABN 48 005 297 807.

This endorsement amends certain terms and conditions of the Policy as set out below and must be read together with the Policy. This endorsement is effective for all Policies issued on or after 01 September 2008.

The amendments to the Policy are as follows:

## Other Conditions

### Claims Preparation Costs

We refer you to page xv of the Policy. The following is added to that section.

#### 5. Claim preparation expenses

We will pay for costs necessarily and reasonably incurred for the preparation of a claim for which we agree to indemnify you under this policy, provided that before you incur these claim preparation expenses you obtain our written approval to incur these expenses. The most we will pay is \$25,000 in total or 25% of the claim amount otherwise payable, whichever is the lesser, unless a specific amount is included in the particular section of the policy.

This benefit does not apply to the Tax Probe<sup>®</sup> Section, the Legal Power<sup>®</sup> Section or the Commercial Motor Section.

## Section 1A – Fire and Defined Events

### Accidental Damage Cover

We refer you to page 3 of the Policy. The limit in respect of the insured event 10. Accidental Damage is amended to read as follows:

We will pay not more than \$250,000 or the **insured amount** shown in your **schedule** for your **property**, whichever is the lesser.

### Cost of tracing source of water damage

We refer you to page 5 of the Policy. The limit in respect of the Extra Benefit 3. **Cost of tracing source of water damage**, is amended to read as follows:

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

## Extra Benefits

We refer you to page 6 of the Policy. The following new Extra Benefits are inserted:

✓ What we cover	✗ What we exclude
<p><b>7. Government Fees</b></p> <p>Any fee, contribution, impost payable to any government, local government, or other statutory authority where payment of the fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any of your <b>property</b>.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> <li>▼ any fines or penalties, or</li> <li>▼ more than \$5,000 in respect of any one <b>event</b>.</li> </ul>
<p><b>8. Loss of Land Value</b></p> <p>the reduction in land value that results from any government, local government, or other statutory body refusing to permit rebuilding or only allowing partial rebuilding at the premises, provided that:</p> <p>this shall be calculated by subtracting the land value after partial rebuilding, or after we have agreed that rebuilding is not possible, from the land value before the damage.</p>	<p>We will not pay more than 10% of the <b>insured amount</b> shown in the <b>schedule</b> for <b>buildings</b> at the <b>premises</b> where the <b>damage</b> has occurred, or \$100,000 whichever is the lesser.</p>

## Additional Covers

We refer you to page 6 of the Policy. Additional Cover 1 is deleted and replaced by the following two Additional Covers:

✓ What we cover	✗ What we exclude
<p><b>1. Employees Tools of Trade</b></p> <p>Loss of or damage to your <b>employees</b> tools of trade (excluding motor vehicles and their accessories) at your <b>premises</b> which you are legally responsible for.</p>	<p>We will not pay if the loss or damage is excluded by any of the insured events' exclusions.</p> <p>We will not pay for <b>loss</b> of or <b>damage</b> to a tool of trade whilst it is being used.</p> <p>We will not pay more than \$10,000 for each <b>employee</b> for each <b>event</b>.</p>

✓ What we cover
<p>2. Directors, partners and Employee's Personal Property</p> <p><b>loss</b> of or <b>damage</b> to the <b>personal effects</b> of your directors, officers and <b>employees</b> at your <b>premises</b>.</p>

✗ What we exclude
<p>We will not pay if the loss or damage is excluded by any of the insured events' exclusions.</p> <p>We will not pay more than \$5,000 for any one person and \$15,000 for any one <b>event</b>.</p>

We refer you to page 7 of the Policy. Additional Covers 2 and 3 are renumbered 3 and 4 respectively.

We refer you to page 7 of the Policy. Additional Cover 4 is deleted and replaced by the following Additional Cover:

✓ What we cover
<p>5. Alterations and Additions</p> <p>If either <b>buildings</b> or <b>contents</b> are insured, we will amend the definition of <b>property</b> to include <b>capital alterations</b>.</p>

✗ What we exclude
<p>We will not pay more than 10% of the <b>insured amounts</b> shown by <b>buildings</b> and <b>contents</b> on such <b>premises</b> or \$500,000 whichever is the lesser.</p>

We refer you to page 9 of the Policy. The paragraph under the heading "Limits to what we pay" is amended to read as follows:

The most we will pay is the **insured amount** shown in the **schedule** for **stock** but during the **seasonal increase period** is increased by 40%.

## Section 1B – Theft

We refer you to page 10 of the Policy. The wording shown under the heading "What we cover" point number 3 is deleted and replaced with the following :

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 \$5,000 for any one claim.

We refer you to page 10 of the Policy. Extra Benefit 1 is deleted and replaced with the following:

✓ What we cover	✗ What we exclude
<p><b>1. Temporary Protection</b></p> <p>The cost of temporary protection reasonably and necessarily incurred for the safety and protection of your property at your premises, following loss or damage (for example boarding up, temporary night watchmen)</p>	<p>We will not pay more than</p> <p style="padding-left: 40px;">(a) \$5,000 for any one <b>event</b>            (b) the amount shown in the <b>schedule</b></p> <p>whichever is the greater.</p> <p>If you are insured under Section 3 – Money, the benefits under this Extra benefit shall not be cumulative and shall be limited to \$5,000 any one <b>event</b>.</p>

### New Additional Covers

We refer you to page 11 of the Policy. Additional Cover 1 is deleted and replaced by the following two Additional Covers:

✓ What we cover	✗ What we exclude
<p><b>1. Employees Tools of Trade</b></p> <p><b>loss</b> of your <b>employees</b> tools of trade (excluding motor vehicles and their accessories) at your <b>premises</b> which you are legally responsible for.</p>	<p>We will not pay if the <b>loss</b> or <b>damage</b> is excluded by any of the insured events' exclusions.</p> <p>We will not pay more than \$10,000 for each <b>employee</b> for each event.</p>
<p><b>2. Directors, partners and Employee's Personal Property</b></p> <p><b>loss</b> of the <b>personal effects</b> of your directors, officers and <b>employees</b> caused by the same <b>event</b>.</p>	<p>We will not pay if the <b>loss</b> or <b>damage</b> is excluded by any of the insured events' exclusions.</p> <p>We will not pay more than \$3,000 for any one person and \$10,000 for any one <b>event</b>.</p>

We refer you to page 11 and 12 of the Policy. Additional Covers 2 - 4 are renumbered 3 - 5 respectively.

We refer you to page 12 of the Policy. The following new Additional Covers are inserted:

✓ What we cover	✗ What we exclude
<p>6. Contents and Stock in the open</p> <p><b>loss of stock in trade</b> in the open air during <b>business hours</b> which is securely locked and chained to display racks or stands</p>	<p>We will not pay more than</p> <p>(a) \$5,000 or (b) the amount shown in the <b>schedule</b></p> <p>whichever is the lesser for any <b>period of insurance</b>.</p>
<p>7. Death Following Assault</p> <p>We will pay \$10,000 to the estate of any director, officer, business partner or <b>employee</b> of yours in the event of their death provided:</p> <p>(a) their death directly results from an assault that occurs during a theft or attempted theft of <b>contents</b> or <b>stock</b>; and (b) the death occurs within 6 months of the assault.</p>	<p>We will only pay under one section for any one <b>event</b>.</p>
<p>8. Temporary removal of property</p> <p>Provided that details are advised to us within 60 days of your using other premises for the first time and that you pay or agree to pay any additional premium required by us, we will cover you on the terms of this policy section for <b>stock</b> or <b>contents</b> temporarily removed from the <b>premises</b> to any other premises in Australia;</p>	<p>We will not pay more than 20% of the <b>insured amount</b> shown in the <b>schedule</b>;</p> <p><b>Loss</b> of any <b>contents</b> or <b>stock</b> which does not belong to you, or f or which you are not legally responsible;</p> <p><b>Stock</b> which has been removed from the <b>premises</b> for more than 60 consecutive days, unless a longer period has been agreed in writing.</p>

✓ What we cover

9. Transit Cover

**Loss of stock** while in transit to or from the **premises** by road, railway, inland waterway or air caused by the following:

- 1) theft as a result of forcible and violent entry or exit from the conveying vehicle, or
- 2) theft following assault or violence or threat to the driver of the conveying vehicle.

✗ What we exclude

We will not pay:

- ▼ more than 20% of the insured amount for **stock**.
- ▼ if the **property** is located outside Australia at the time of **loss** or the theft.
- ▼ for theft from the open **air**.
- ▼ **for** loss due to dishonesty or insolvency of persons to whom the good are entrusted

## Section 2 – Money

We refer you to page 24 of the Policy. The following Additional Covers are inserted:

✓ What we cover	✗ What we exclude
<p>6. Death Following Assault</p> <p>We will pay \$10,000 the estate of a director, officer, business partner or an <b>employee</b> of the policyholder named in the <b>schedule</b> in the event of your/their death provided:</p> <p>(a) their death directly results from an assault that occurs during a theft or attempted theft of <b>money</b>; and</p> <p>(b) the death occurs within 6 months of the assault.</p>	<p>We will only pay under one section for any one <b>event</b>.</p>
<p>7. Additional Premises – Provisional Premises</p> <p>Cover is extended to include <b>money</b> at any new business premises occupied by you after the commencement of the period of insurance, within Australia for 45 days from the premises first being occupied by you (unless the period of insurance or your occupancy of such premises ends sooner, whichever shall first occur) but the cover is limited to:</p> <p>(a) The <b>business</b></p> <p>(b) the money item described in the <b>schedule</b></p>	<p>We will not pay more than 20% of the <b>insured amount</b> in the <b>schedule</b> in relation to each item insured under this section.</p>

## Section 7 – Legal Liability

We refer you to page 43 of the Policy. Additional Cover 2 is deleted and replaced with the following:

✓ What we cover	✗ What we exclude
<p><b>2. Rectification of Faulty Workmanship</b></p> <p>Notwithstanding the Defective work exclusion of this section, we will cover the cost of rectifying, performing, re-performing, completing or improving the work undertaken and the part or parts that you worked on, which arose out of your <b>faulty workmanship</b>.</p> <p>We will only pay if the work was undertaken by you during this <b>period of insurance</b>.</p> <p>The most we will pay is an amount equal to the wholesale price of parts, freight costs and net labour cost necessarily and reasonably incurred to rectify, perform, re-perform complete, or improve the work undertaken by you.</p>	<p>We will not pay more than \$25,000 during the <b>period of insurance</b>.</p>