

Bed & Breakfast Business Accidental Damage Insurance Policy

Tailored insurance for bed and breakfast business owners

Product Disclosure Statement and Policy Wording



Bed & Breakfast Business Accidental Damage Insurance Policy

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Bed & Breakfast Business Accidental Damage Product Disclosure Statement

The purpose of this PDS

This Product Disclosure Statement (PDS) has been prepared to help you understand the insurance policy and provide you with sufficient information to enable you to compare and make an informed decision about it.

The PDS sets out the significant features of the policy, such as information about the benefits and how the insurance premium is calculated of this policy.

You will still need to read the policy wording for a full description of the policy terms, conditions, limits and definitions.

Welcome to Vero

Vero is part of a group that can trace its origins back to 1833 in Australia. Since then we have successfully protected our customers' personal and business assets by operating with a depth of knowledge and a reputation for promises kept. Built on these solid foundations, Vero now provides dynamic and forward thinking solutions for all our customers.

Vero Enterprise, which is a division of Vero Insurance Limited ABN 48 005 297 807, offers a new approach to small business insurance. Vero Enterprise, offers a range of covers for small businesses of varying risk profiles.

We have designed this insurance package especially for bed and breakfast business owners. The policy can be tailored to suit your individual needs, with coverage including loss or damage to physical assets, money and income and legal liability to third parties. Importantly, it is written in plain language.

We recognise that you already have enough challenges in your business. Our aim is to keep all your dealings with Vero Enterprise simple and straightforward.

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 Vero by:

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

or alternatively by writing to us at:

Vero Insurance Limited,
GPO Box 2068,
Adelaide SA 5001

Significant features and benefits

The Home Business Insurance Policy has eight Sections of cover and is specifically designed for the Home Business market. You can select cover from one or more of these Sections and different types of cover within each Section.

This summary of the benefits available under this policy is not exhaustive and limitations and conditions will apply. Please refer to the policy wording for further details of this insurance cover.

Section 1 – Loss or damage to your home and contents

This section provides cover for your home or the contents of your home, or both.

Benefits of the home building and home contents insurance include:

- ▼ cover for accidental damage to your home, contents or both, this includes:
 - ▼ flood cover (see definition of flood in the policy),
 - ▼ cover for accidental escape of liquid, in the home or at the premises,
 - ▼ accidental glass breakage cover,
 - ▼ electrical motor burnout cover,

- ▼ reinstatement cover which reinstates the sums insured following payment of a claim other than a claim for total loss.

These additional benefits are included where you choose home building insurance. Cover for:

- ▼ building fees and related costs,
- ▼ fire extinguishment costs, up to \$25,000,
- ▼ legal costs for discharge of mortgage,
- ▼ replacement of title deeds which have been lost or destroyed,
- ▼ temporary accommodation, up to 12 months,
- ▼ loss or damage to landscaping unless caused by storm, rain or flwwgood, up to \$10,000,
- ▼ costs for restoring computer data where the loss or damage is caused by an insured event, up to \$3,000,
- ▼ malicious acts (if caused by visitors' and guests is limited to \$5,000).

These additional benefits are included where you choose home contents insurance. Cover for:

- ▼ spoilage of food, up to \$2,500, caused by:
 - ▼ the freezer or refrigerator breaking down,
 - ▼ accidental damage to the freezer or refrigerator, or
 - ▼ the public electricity supply failing to reach the home or premises,
- ▼ temporary accommodation costs if you tenant the home and are responsible for paying all the rent, and the home is not fit to live in. Cover is up to the lesser of 12 months or 20% of the contents insured amount,
- ▼ costs for restoring computer data where the loss or damage is caused by an insured event, up to \$3,000,
- ▼ replacement of external locks when keys are stolen, up to \$2,500,
- ▼ visitors' and guests contents, up to \$2,500,
- ▼ accessories and spare parts which have been temporarily removed from your vehicle or water craft and kept in the home, up to \$1,000,
- ▼ fraudulent use of your financial transaction cards, up to \$2,500,
- ▼ malicious acts (if caused by visitors' and guests is limited to \$5,000),
- ▼ loss of money, up to \$5,000, while it is:
 - ▼ in your custody and in transit to or from your home or premises,
 - ▼ in a night safe until removed by a bank employee, or
 - ▼ withdrawn for wages/salaries before it has been paid to employees,
- ▼ contents away from the premises within Australia and New Zealand for up to 90 days,
- ▼ veterinary expenses arising from a road accident, up to \$300.
- ▼ accidental death, to you or a member of your family as a result of an event not excluded by the policy, at the premises during the period of insurance – up to \$10,000

High risk contents items

Cover for unspecified high risk contents is limited (refer to pages 13 and 14 for details of high risk contents items).

You have the option to specify items for an amount that is higher than the limit applied, for an additional premium under Section 1. Any specified high risk contents items will be shown on your schedule.

Section 2 – Legal Liability

This section provides legal liability cover for personal injury to other people, or loss or damage to their property, up to \$20 million, arising from:

- events that give rise to legal liability occurring in your home, where you have selected home building cover,
- events that give rise to legal liability occurring outside your home (except in North America), where you have selected home contents cover,
- events that give rise to legal liability that occur in connection with your business, where you have selected public liability cover. You can also choose to extend cover to include legal liability caused by products supplied by you and paid an additional premium.

Section 3 – Portable and Valuable Items

This section will provide cover for your personal and business portable and valuable items if they are lost, stolen, damaged or destroyed anywhere in the world.

If you select cover for your home contents under Section 1, you will be provided with automatic cover for unspecified portable and valuable items up to \$2,500 per item up to a total of \$10,000 for all unspecified items.

You have the option to specify certain portable and valuable items for an amount that is higher than the automatic cover, subject to payment of an additional premium under this section. Any specified portable and valuable items will be shown on your schedule.

You can choose to have a combination of specified and unspecified portable and valuable items.

Section 4A – Computer and Electronic Breakdown

This section provides cover for the breakdown of your computer equipment, and electronic equipment such as photocopiers, diagnostic equipment, and faxes.

Where you have selected this optional cover an additional premium will apply and cover will be shown on your schedule.

Section 4B – Computer Breakdown – Restoration of Computer Data

This section provides cover for the cost of rewriting computer records following a breakdown of your computer.

Where you have selected this optional cover, an additional premium will apply and cover will be shown on your schedule.

Section 4C – Computer Breakdown – Increased Costs of Working

This section provides cover for the increased costs, which you may incur following the breakdown of your computers, such as the hiring of alternative computers.

Where you have selected this optional cover, an additional premium will apply and cover will be shown on your schedule.

Section 5 – Business Interruption

This section covers you for the reduction in your business income as a result of damage to your home and/or contents. You can choose either gross income, weekly income or additional increased costs of working.

If you select cover for your home contents under Section 1, you can also choose cover in Section 5.

Where you have selected this optional cover, an additional premium will apply and cover will be shown on your schedule.

Section 6 – Employee Dishonesty

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

Where you have selected this optional cover, an additional premium will apply and cover will be shown on your schedule.

Section 7 – Tax Probe[®]

This section covers the professional fees (for example accountant's fees) incurred by you in connection with an audit of your business's financial or tax affairs by the Australian Tax Office, or by a Commonwealth, State or Territory Department, Body or Agency.

Where you have selected this optional cover an additional premium will apply and cover will be shown on your schedule.

When and how benefits are provided

The benefits for which you are insured under the policy are payable:

- ▼ when an event occurs during the period of insurance causing you to suffer loss or damage or incur legal liability, and
- ▼ your claim is accepted by us.

When we pay a claim we consider a number of aspects in calculating the amount. These can include:

- ▼ amount of loss or damage or liability,
- ▼ excess,
- ▼ sum insured,
- ▼ policy limit, and
- ▼ terms and conditions of the policy.

After calculating the amount payable we will either:

- ▼ use it to pay for repair of your home, contents, portable and valuable items, computer, general electronic equipment or diagnostic equipment,
- ▼ use it to pay for replacement of your home, contents, portable and valuable items, computer, general electronic equipment or diagnostic equipment,
- ▼ pay the person to whom you are legally liable, or
- ▼ pay you.

The amount you pay for this insurance

The amount we charge you for this insurance policy is the total amount of the premium that we calculate to cover the risk plus Goods and Services Tax and any relevant government charges (such as stamp duty and fire services levy). The premium payable will be shown on your schedule.

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

How various factors affect your premium

We consider a number of factors in calculating your premium. The key factors that affect your premium are the number of covers and optional covers selected.

For example, if you select both home and/or contents cover this will be more expensive than if you selected contents cover only.

The amount of premium that you pay will also depend on information that you give us about your home, contents and business as well as other factors.

The following table is a guide on how these factors combine together and may impact on the assessment of risk, and therefore your premium.

Factor	Reduces Premium	Increases Premium
Sum Insured	Lower value	Higher value
Postcode where the home or contents are located	Low risk area	High risk area
Construction of home	Brick	Other than brick (eg: timber)

The amount you pay towards a claim

An excess is an amount you are required to pay towards a claim.

Basic Excess – a \$100 will apply to each claim made under your policy unless we agree that you do not have to pay this amount.

Note: You may also be eligible to increase or decrease the basic excess amount and this will be shown on your schedule.

Earthquake Excess – in the event of an earthquake claim we will require you to pay an additional excess of \$200.

Underwriting Excess – an additional excess may also be imposed, for your home, contents, portable and valuable items, computer, general electronic or diagnostic equipment, usually in the range of \$500 - \$2,000 because of poor claims history or if we are to insure a high value or unique item.

We will inform you if this excess applies and it will be shown on your schedule as the basic excess.

This is only a summary of how excesses will be applied. For full details please refer to your policy wording and your schedule.

How to make a claim

To make a claim, please contact your insurance intermediary or contact our claims First Response Unit directly on 1300 888 073, as soon as possible after the event that causes the loss or damage, or legal liability.

You must follow the process shown on pages 2 and 3 under the heading 'Making a Claim'.

How a claim payment is calculated

The following example illustrates how we will calculate the amount payable for a claim.

Contents have been insured for \$50,000. The value of some outdoor furniture is \$2,500. The outdoor furniture is stolen and not recovered. The basic excess that applies is \$100.

The amount payable following the claim would be:

Although \$2,500 is the value of the outdoor furniture, the maximum limit payable for items in the open air at the premises is \$2000. This maximum limit does apply in this case. The basic excess of \$100 is then deducted, which results in a final calculation of \$1,900

Important information

It is important that you:

- ▼ read all of the policy before you buy it to make sure that it gives you the protection you need, and
- ▼ are aware of the limits on the cover provided and the amounts we will pay you, (including the total excess that applies).

Duty of Disclosure

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance policy.

What you must tell us

You have a general duty to disclose to us everything that you know, or could reasonably be expected to know, is relevant to our decision whether to insure you and, if we do, on what terms.

However, your duty does not require you to disclose anything:

- ▼ that reduces the risk to be undertaken by us;
- ▼ that is generally well known;
- ▼ that we know or, in the ordinary course of our business, ought to know; or
- ▼ in respect of which we have waived your duty.

Your general duty applies to renewals and changes

Your general duty applies in full when you renew an insurance policy or change an existing policy including when you extend or reinstate it.

Your general duty is limited for new policies

When you apply for a new policy your duty of disclosure applies, but you do not need to disclose something to us unless we specifically ask you about it.

However, you must be honest in answering any questions we ask you. You have a legal duty to tell us anything you know, and which a reasonable person in your circumstances would include in answering the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are disclosing to us and answering our questions for yourself and anyone else you want to be covered by the policy.

If you do not tell us

If you do not answer our questions honestly or do not properly disclose to us, we may reduce or refuse to pay a claim or may cancel the policy. If you act fraudulently in answering our questions or not disclosing to us, we may refuse to pay a claim or treat the policy as never having existed.

How we resolve your complaints

Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect, please tell us so we can help.

You can tell us by phone, in writing or in person. If you tell us in writing it will help if you send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

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 Operational Manager, who will contact you within 5 working days. If you are not satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). 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?

We expect our procedures will deal fairly and promptly with your complaint. However, if you are not satisfied with our final decision you can take your complaint to the Financial Ombudsman Service Limited (FOS). This is an independent body and its services are free to you. We agree to accept the FOS's decision. You can still take legal action if you disagree with the FOS's decision. You must contact the FOS within 3 months of receiving our final decision.

You can phone the FOS from anywhere in Australia on 1300 780 808 or write to them at:

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3001

Facsimile: (03) 9613 6399

Website: www.fos.org.au

Email: info@fos.org.au

Cooling Off

You have the right to cancel and return the insurance policy by notifying us in writing within 30 days of the date it was issued to you ("cooling off period"), unless you make 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 varied your policy and added 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" in your policy wording.

We respect your privacy

Privacy Statement

The Privacy Act 1988 (Cth) requires us to inform you that:

Purpose of collection

We collect personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) from or about you, for the purposes of:

- ▼ providing insurance services to you;
- ▼ evaluating your application for insurance;
- ▼ evaluating any request for amendment to any insurance provided;
- ▼ issuing, administering and managing the insurance provided following acceptance of an application, and
- ▼ investigating and, if covered, managing claims made in relation to any insurance you have with us or other companies within the group.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

Disclosure

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

- ▼ other companies within the group,
- ▼ your insurance broker or our agent,
- ▼ government bodies, loss assessors, claim investigators, reinsurers,
- ▼ other insurance companies, mailing houses, claims reference providers, legal and other professional advisers,
- ▼ other service providers, hospitals, medical and health professionals.

Consequences if information is not provided

If you do not provide us with the information we need we will be unable to consider your application for insurance cover, administer your policy or manage any claim under your policy.

Access

You can request access to the personal information we hold about you by contacting us at Vero Enterprise GPO Box 2068 Adelaide SA 5001.

In some circumstances we may not agree to allow you access to some or all of the personal information we hold about you, such as it is unlawful to give it to you. In such cases we will give you reasons for our decision.

Other offers

We would like to use your personal information to keep you up to date with the range of other products and services available from us or other members of the group of companies to which we belong. We may give your personal information to our agent or your broker to enable us to send you this information. Please contact us if you do not want us to do this.

Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia (ICA). The Code is designed to promote good relations and good insurance practice between insurers, authorised representatives and consumers.

The Code sets out what we must do when dealing with you. Please phone us if you want more information about the Code.

Bed & Breakfast Business Accidental Damage Insurance Policy Wording

General Terms and Conditions

This policy has headings and shaded areas which are not part of the policy itself. Their purpose is to provide you with a general guide about the content of the text.

Words with special meaning

In this insurance policy:

You/your means any of the following:

- ▼ the persons named as the insured in the **schedule**, and
- ▼ any member of the **family** that normally lives at the **home**, and
- ▼ the **business** named as the insured in the **schedule** in respect of Sections 3, 4, 5, 6 and 7

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

Some other words used in the policy have special defined meanings. These words are in **bold** (although as noted below, some of the definitions may not be relevant for the sections you have chosen). Most of the words we have defined are listed in the "Definitions" section on pages 45 to 54 of this policy. We also explain the meaning of some words in the sections themselves.

Our contract with you

The contract

In the contract between you and us:

- ▼ we will agree to provide you with the insurance you select and which is shown in the **schedule**, and in return, you agree to pay us:
 - ▼ your premium,
 - ▼ GST, and
 - ▼ any other relevant government charges.

These amounts add up to the amount payable, which is shown in the **schedule**.

You must pay this total amount:

- ▼ when you first take out your policy, and
- ▼ each year when you accept any offer we may make to renew your policy with us. This is because a renewal is a new contract with us.

Your insurance only starts when you pay this total amount. If you have not paid, you are not insured.

Terms and conditions of the contract

All the terms and conditions of the insurance contract are set out in:

- ▼ this policy wording, including any section you select from it, and
- ▼ the **schedule**.

These terms and conditions apply if you have to make a claim – so it is important that you:

- ▼ read this policy and your **schedule** carefully, and
- ▼ check that your details on your **schedule** are correct and up to date, and
- ▼ keep the policy and **schedule** together in a safe place.

Change of terms and conditions

In some circumstances the terms and conditions of this policy may be amended by endorsement. If your policy is endorsed you will receive written notification of the endorsement.

Inflation Protection

To protect you from the effects of inflation, if you have selected Section 1 – Home and Contents and "Inflation Protection" is shown in the **schedule** we will automatically change the **insured amount** at renewal in line with movements in the Consumer Price Index or another similar index.

If the **insured amount** increases because of the “Inflation Protection” option, the new premium and relevant government charges will be based on the new **insured amounts** shown in the **schedule**.

Canceling 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 will 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 in writing, either in person or by post to your last known address.

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

Goods and Services Tax (GST)

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) (for claims for business interruption only): the GST exclusive amount of any supply made by your **business** which is relevant to your claim.

If your **insured amount** is not sufficient to cover your **loss**, we will only pay an amount for GST (less any relevant input tax credit) that relates to our proportion of your **loss**. We will pay that GST amount in addition to your **insured amount**.

‘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 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 or damage occurs

When **loss** or **damage** occurs, as soon as possible you must:

- (a) 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 **contents** or **portable and valuable items** have been stolen,
 - ▼ someone has broken into your **premises**, or
 - ▼ someone has caused **malicious damage** to your **home, contents, or portable and valuable items**,
- (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),
- (e) not authorise the repair or replacement of anything without our agreement.

2) If your tax or financial affairs are going to be investigated (and you are covered under Section 7 – Tax Probe®), 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,
- (f) 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 so request, you are required to instruct your **professional adviser** to assist us in connection with any claim,
 - ▼ 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.

3) Making a claim

If you wish to make a claim you must:

- (a) promptly call our claims team 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,
- (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.

4) Managing the claim

- (a) we will control all claims,
- (b) we will require you to 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,
- (c) 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**,
- (d) you must allow us or our agent to enter your **premises** or make them available to us for inspection, and
- (e) 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.

5) Fraudulent claims

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

- (a) refuse to pay the claim,
- (b) cancel the policy, and
- (c) take legal action against you.

6) Subrogation agreements

Where another person is 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 **loss, damage** or **legal liability**.

7) Insurance Contracts Act

Nothing contained in this policy is to be constructed to reduce or waive either your or our privileges, rights, or remedies available under the Insurance Contracts Act 1984.

When we may refuse a claim

We may refuse a claim, or reduce our liability, if:

- (a) you do not do what your duty of disclosure requires you to (see page vi of the PDS),
- (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 do not at all times take all reasonable care as we require you to do under “Taking Care” on page 4,
- (d) 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,
- (e) cover is specifically excluded in the policy,
- (f) you have not complied with any of the requirements of “Making a claim” on pages 2 to 3, or
- (g) you are in breach of any other conditions of the policy.

Remember, if you prevent our right to recovery 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**.

How a claim affects your insured amount

With respect to Sections 1 to 3, except in two situations that we discuss below (about portable and valuable items), this is how claims affect your **insured amount**:

- ▼ If we pay you any claim which is for less than the **insured amount**, the **insured amount** remains at the same amount it was before you made the claim.
- ▼ This means that if you need to make another claim for **loss or damage** within the **period of insurance**, you can still claim against your original **insured amount**.

If we pay you any claim which is equal to the **insured amount** (less any **excess**), your cover under your insurance contract with us ends for that section or item.

Portable and Valuable Items

In the portable and valuable items section, we limit the amount you can claim for each **period of insurance**. This means that, during any one **period of insurance**, you can only make claims up to the amounts we have set out in the policy or **schedule**, unless you ask us to reinstate your **insured amount** and pay any extra premium needed to do this.

Specified items

If you have specified a portable and valuable item and we agree to pay a claim for its total loss, you must tell us if you want the replacement item to be insured as a specified portable and valuable item. Otherwise, insurance for the replacement item is on the basis that it is unspecified. This means that if you make a later claim for that item, the limits for unspecified portable and valuable items will apply to the amount you can claim.

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 **home** is not in a good state of repair,
- ▼ work on the **home** other than routine maintenance or decoration,
- ▼ any change in the **business**,
- ▼ any change of **premises**.

2. Taking care

You must:

- ▼ take all reasonable steps to prevent **loss** of or **damage** to the **home, contents** and portable and valuable items insured by this policy,
- ▼ take all reasonable care to prevent **personal 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,
- ▼ keep the **home, contents**, portable and valuable items, **computer equipment, general electronic equipment** and **diagnostic equipment** well maintained.

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**,
- ▼ to protect or improve your **home, contents** or portable and valuable items,
- ▼ to reduce the likelihood of injury or **loss** of or **damage** to your **home, contents** or portable and valuable items.

You must give us, and pay for, all of the information we reasonably ask for about a claim. You must also help us to take legal action against anyone or help us defend any legal action if we ask you to.

4. 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**.

5. Underinsurance

If you have elected to insure your **gross income** under Section 5 - Business Interruption, you should ensure that the **insured amount** represents all monies paid or payable to you for goods sold, services you have provided, or rental received, less any savings to the **business**. If this is not done, any claim you make for these may not be paid in full.

7. Applicable law

This policy is subject to Australian law.

Section 1 – Home and Contents

(Your **schedule** indicates whether your **home** or **contents** or both are insured)

Your **home** and **contents** are probably the most expensive possessions you will ever own – so it is important that you have full and effective insurance to protect yourself if they are damaged or destroyed. We have designed this section to provide you with just that.

This section of the policy covers loss or damage to your **home**, **contents** or both from events such as storm, fire or explosion, lightning and theft or attempted theft.

Types of loss or damage you can claim for

You can claim for **loss** or **damage** to your **home**, **contents** or both, if:

- ✓ the **loss** or **damage** occurs during the **period of insurance**, and
- ✓ the **loss** or **damage** is not caused by any of the “Excluded events” listed on pages 6 and 7, and
- ✓ the **loss** or **damage** is not excluded as described 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 43 and 44, and
- ✓ the **loss** or **damage** is to your **home** and your **schedule** shows that **home** is insured, or
- ✓ the **loss** or **damage** is to your **contents** and your **schedule** shows that **contents** is insured.

X Excluded events

We will not pay for **loss** or **damage** to your **home**, **contents** or both caused by:

1. **events** involving **fire** if the **house** has been unoccupied for 60 consecutive days immediately before the **fire**.

2. **events** involving theft or attempted theft by someone who is at the **premises** with your consent or the consent of a person who lives in your **home** unless the consent was obtained fraudulently.

We also will not pay you for **loss** or **damage** to your **home**, **contents** or both caused by theft or attempted theft if the **house** has been **unoccupied** for 60 consecutive days immediately before the theft or attempted theft.

3. **events** involving:

- ▼ highwater,
- ▼ the action of the sea,
- ▼ a tidal wave, or
- ▼ water seeping or entering into your **home** because of:
 - ▼ defects in its structure or design, or defective work done on it, or
 - ▼ structural alterations, additions, renovations or repairs.

4. **events** involving earth movement, including the earth swelling, shrinking or settling unless that is caused by liquid accidentally escaping from plumbing.

5. **events** involving **malicious** acts if those acts are by someone who is at the **premises** with your consent or the consent of a person who lives in your **home** unless the consent was obtained fraudulently.

We will also not pay you for **damage** to your **home**, **contents** or both caused by **malicious** acts if the **house** has been **unoccupied** for 60 consecutive days immediately before the **malicious** acts.

X Excluded events

6. **events** involving trees or branches, including tree-logging or tree-felling done by you or done with your consent.

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

- ▼ tree roots,
- ▼ power surge resulting from an **event** involving trees or branches.

7. **events** involving animals, including any animal kept at the **premises**.

8. **events** involving wear or tear, including:

- ▼ fading or marking,
- ▼ scratching, denting or chipping,
- ▼ mould,
- ▼ oxidisation,
- ▼ contamination,
- ▼ any gradual deterioration or process, or
- ▼ rust, corrosion, mildew, wet or dry rot, rising damp or seepage.

9. **events** involving the climate, including all atmospheric or climatic conditions (other than **storm**, rain or **flood**), or evaporation.

10. **events** involving applied processes, including any process of:

- ▼ heating,
- ▼ drying,
- ▼ dyeing,
- ▼ alteration or repair, or
- ▼ cleaning.

11. **events** involving mechanical or electrical breakdown.

12. **events** involving swimming pools where the **loss** or **damage** is caused by the pool lifting or any area around the pool lifting.

Extra Benefits and Additional Covers

When you insure your **home** or **contents** or both with us under this policy, we will also provide you with additional protection and benefits. Any amount we may pay you under this “Extra Benefits and Additional Covers” section of the policy is in addition to any amount we pay you as your **insured amount**.

You can only claim for one or more of these if:

- ✓ the related expense is not excluded as described under the “What we do not cover” columns in this section, and
- ✓ the related expense is not excluded by the “When we may refuse a claim” section (see pages 3 and 4), and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 43 and 44.

✓ What we cover
<p>Extra Benefits</p> <p>If you have insured your home, we will also pay for:</p>
<p>1. Building fees and related costs</p> <p>the reasonable costs of:</p> <ul style="list-style-type: none"> ▼ demolition, ▼ employing an architect, consultant or surveyor, ▼ solicitor’s fees for preparing building applications and obtaining approvals, ▼ removal of debris from the premises, ▼ temporary protection of your home, and ▼ complying with a statutory notice that: <ul style="list-style-type: none"> ▼ relates to the part of your home that experiences the loss or damage, and ▼ is served after that loss or damage occurs. <p>We will pay these costs only where we agree to pay a claim and where they are necessary to replace, rebuild, or preserve your home.</p>
<p>2. Fire Extinguishment Costs</p> <p>the reasonable costs necessarily incurred by you to:</p> <ul style="list-style-type: none"> ▼ extinguish a fire on or in the vicinity of your premises which causes or threatens damage to property insured under this policy, or ▼ prevent or diminish imminent damage to your property insured under this policy, including: <ul style="list-style-type: none"> ▼ replacement of sprinkler heads, ▼ replenishment of your fire fighting appliances, and ▼ statutory charges payable by you to a fire brigade or firefighting authority for attendance at a fire or chemical emergency involving insured property.
<p>3. Legal costs for discharge of mortgage</p> <p>the legal costs to discharge any mortgage on the home and premises where your home is a total loss.</p>

✗ What we exclude
<p>We will not pay any costs relating to undamaged parts of your home.</p> <p>We will not pay your costs in complying with any notice:</p> <ul style="list-style-type: none"> ▼ a statutory or other authority serves on you before the loss or damage to your home occurs, or ▼ that does not relate to the part of your home that experiences the loss or damage. <p>We will also not pay these costs where they are necessary to replace, rebuild, or preserve your contents.</p>
<p>We will not pay more than \$25,000.</p> <p>We will also not pay for:</p> <ul style="list-style-type: none"> ▼ any fines, penalties or liability incurred by you, ▼ any loss or damage to your property.

✓ What we cover

4. Title deeds

the reasonable costs of preparing new Title Deeds that have also been lost or destroyed in your **home**.

5. Temporary accommodation

temporary similar accommodation if your **home** is not fit to live in following **loss** or **damage** and we agree to pay a claim.

We will only pay reasonable costs that you *actually* incur whilst your **home** is being replaced, rebuilt or repaired.

6. Damage to landscaping

loss of or **damage** to landscaping.

7. Loss of computer data

the costs of restoring your computer records.

If you have insured your **contents**, we will also pay for:

8. Temporary accommodation costs for tenants

the additional costs for temporary, similar accommodation if you tenant your **home** and your **home** is not fit to live following **loss** or **damage**, and we agree to pay a claim.

We will only pay reasonable costs that you *actually* incur whilst your **home** is being replaced, rebuilt or repaired.

"Additional costs" means costs over and above the amount you were renting the **home** for when it was fit to live in.

9. Loss of computer data

the costs of restoring your computer records.

✗ What we exclude

We will not pay for:

- ▼ more than 12 months accommodation from the time of the **loss** or **damage**, or
- ▼ more than the reasonable time taken to replace, rebuild or repair your **home**,

whichever is shorter.

We will not pay for **loss** or **damage** caused by **storm**, rain or **flood**.

We will not pay for **loss** or **damage** deliberately caused by any persons including **employees** while lawfully at the **premises**, including a person on the **premises** with your or your **employee's** permission.

We will not pay more than \$10,000 in total for any one claim.

We will not pay more than \$3,000.

We will not pay these costs if you have claimed under Extra Benefit 9, or you are covered under Section 4A – Restoration of Computer Data.

We will not pay more than 20% of the **contents insured amount** for temporary accommodation.

We will also not pay for:

- ▼ more than 12 months accommodation from the time of the **loss** or **damage**, or
- ▼ more than the reasonable time taken to replace, rebuild or repair your **home**,

whichever is shorter.

We will not pay more than \$3,000.

We will not pay these costs if you have claimed under Extra Benefit 7, or you are covered under Section 4A – Restoration of Computer Data.

✓ What we cover

10. External locks

the cost of replacing any external locks on your **home** if your **house** keys are lost or stolen.

11. Visitors' and guests contents

the **loss** or **damage** to visitors' and guests **contents** whilst in your **home**.

12. Accessories and spare parts

loss or **damage** to your accessories and spare parts temporarily removed from your motor vehicle or any craft that floats or travels on water that were kept in your **home**, at the time of the **loss** or **damage**.

13. Fraudulent use of financial transaction cards

loss arising from the fraudulent use of your financial transaction card and/or your **business** financial transaction card, and you are liable for that use.

14. Contents away from the premises

▼ **loss** or **damage** to your **contents** (except **high risk items**, photographic and portable electrical or portable electronic equipment – see below) temporarily removed from the **premises**, but within Australia and New Zealand.

For **high risk items**, photographic and portable electrical or portable electronic equipment, we will pay up to:

- ▼ \$2,500 per item, and
- ▼ in total up to 10% of the **contents insured amount** (less any **excess** you may have), for all such items.

Please remember, if your **contents** come within this limitation this is the maximum amount we will pay for them. This amount replaces any other limit that would otherwise let you claim more than this limit does.

✗ What we exclude

We will not pay more than \$2,500 in total for external locks.

We will not pay for:

- ▼ more than \$2,500 for visitors' and guests **contents**,
- ▼ **money** or other **negotiable instruments**, or
- ▼ any items that are insured by another policy.

We will not pay more than \$1,000 for accessories or spare parts.

We will not pay more than \$2,500 for the fraudulent use of your financial transaction cards and/or your **business** financial transaction cards in total.

We will not pay for any consequential loss of any kind.

Special condition:

We will make these payments for you – but only if you complied with all the "conditions of use" of your card.

We will not pay for the **loss** or **damage** to your **contents** caused by **storm**, rain or **flood** or theft or attempted theft, unless:

- ▼ the **loss** or **damage** occurs in the part of any residential building, boarding house, motel, hotel, club, nursing home or hospital where you are temporarily residing.

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

- ▼ your **contents** while they:
 - ▼ are in transit to or in transit from or in commercial storage,
 - ▼ are in transit during a permanent removal,
 - ▼ have been away from the **premises** for more than 90 consecutive days,
 - ▼ have been removed permanently from the **premises**,
 - ▼ are kept in a caravan, tent, trailer, motor vehicle or any craft that floats or travels on water,
- ▼ accessories and spare parts for motor vehicles, motor cycles, trail bikes, mini bikes, caravans, trailers and any craft that floats or travels on water.

We will not pay these costs if you are covered under Section 3 – Portable and Valuable Items.

✓ **What we cover**

Addition Benefits

If you have insured your **home** or **contents**, we will pay you for:

1. Vandalism or malicious acts caused by visitors' and guests

loss or **damage** to your **home** or **contents** as a result of vandalism or **malicious** acts caused by visitors' and guests (less any **excess** you may have).

To the extent of any inconsistencies between this extension and Excluded event 5, this extension shall prevail.

2. Money

loss of **money** while it is:

- ▼ in transit to or from the **home** or **premises** when in your custody or in the custody of persons authorised by you,
- ▼ in a night safe until removed by a bank employee, or
- ▼ withdrawn for wages and salaries, but before it has been paid to **employees**,

less any **excess** you may have.

3. Electrical motor burnout

the cost to repair or replace any motor in a household electrical machine or appliance, but only if:

- ▼ the electrical machine or appliance forms part of your **home** or **contents**, and
- ▼ the motor is burnt out by electric current, and
- ▼ the motor is burnt out in the **home** or at the **premises**.

✗ **What we exclude**

We will not pay more than \$5,000.

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

We will not pay for:

- ▼ **loss** from an unattended vehicle,
- ▼ **loss** from a bank night safe after the usual closing time of the bank on the next business day following the deposit,
- ▼ wages and salaries once they have been paid to **employees**,
- ▼ shortages resulting from clerical or accounting errors or **loss** due to errors in receiving or paying out, or
- ▼ any act of fraud or dishonesty by you or by anyone in your service.

We will not pay the cost:

- ▼ to replace fuses or protective devices, contact switches or relays, lighting or heating elements, starter switches, other parts where sparking or arcing occurs during their ordinary use,
- ▼ for **damage** to mechanical parts of any description, or
- ▼ of hiring a replacement appliance or machine.

Where the electrical appliance forms part of your **home** or **contents**, the relevant cover must be shown in the **schedule**.

Note: The basic **excess** will not be applied to this benefit.

✓ What we cover

the replacement of frozen or refrigerated food that is **damaged** so that it cannot be eaten – but only if that **damage** is directly caused by:

- ▼ your freezer or refrigerator breaking down,
- ▼ accidental damage to your freezer or refrigerator, or
- ▼ the public electricity supply failing to reach the **home** or **premises**,
- ▼ less any **excess** you may have.

5. Veterinary expenses

the reasonable costs of veterinary expenses for your domestic pets kept at the **premises** and injured as a result of a road accident during the **period of insurance**, (less any **excess** you may have).

2. Compensation for Death

We will pay your legal representative \$10,000 for death, to you or a member of your **family** as a result of an insured event at the **premises**.

✗ What we exclude

We will not pay more than \$2,500 in total for frozen or refrigerated food.

We will also not pay you if:

- ▼ the **loss** or **damage** to the refrigerator or freezer, or the interruption to the electricity supply is a direct result of a strike, or
- ▼ you, your **family**, or an **employee** cause the frozen or refrigerated food to spoil, or
- ▼ the **loss** or **damage** to the refrigerator or freezer is a direct result of the odour or residue caused by food spoilage, or
- ▼ the **loss** or **damage** is to frozen or refrigerated food which has exceeded its use by date.

We will not pay more than \$300 in any one **period of insurance** for these veterinary expenses.

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

What we pay for replacing, rebuilding or repairing your home

If we agree to pay a claim for **loss** or **damage** to your **home** we will pay, at our option:

- ▼ the costs incurred to rebuild, replace or repair your **home** so that it is returned, as far as possible, to its condition and extent when new or, if it has been renovated, to its condition and extent when last renovated, or
- ▼ if the **home** is totally destroyed and you choose to replace it with a smaller **home**, we will pay the reasonable costs incurred to rebuild the replacement **home** plus a cash settlement. The cash settlement will be limited to the market value of the land and **home** before the **loss** or **damage** less the market value of the land and **home** after the replacement **home** has been built.

Please note: although we will pay to return your **home** to its original condition when new or last renovated, we will not upgrade your **home** if you have over-insured it.

We will only pay these costs if you:

- ▼ start replacing, rebuilding or repairing the **home** within 6 months from the date on which the **loss** or **damage** occurs. If you start later than that, we will only pay you what it would have reasonably cost to replace, rebuild, or repair your **home** as at the date of the **loss** or **damage**, and
- ▼ have maintained your **home** in a good state of repair. If not, we will apply **depreciation** to your **home** before we pay any replacing, rebuilding or repairing costs. Any **depreciation** we apply is based on the age and condition of your **home**.

Wherever possible, we will match the materials used in replacing, rebuilding or repairing your **home** with those originally used. However, where it is not possible to match materials, we reserve the right to pay for the nearest equivalent or similar materials.

If you decide not to replace, rebuild or repair your **home** and we agree, we will pay you:

- ▼ the market value of the land and **home** just before the **loss** or **damage**, less
- ▼ the market value of the land and **home** after the **loss** or **damage** occurred.

Excess

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

- ▼ If an **event** occurs which results in claims being made under more than one section of this policy, then only one **excess** will be payable.

- ▼ If any of the limits on pages 13 and 14 apply to your claim, we will subtract the **excess** from the amount we limit your claim to.

Limits to what we pay for home

If you have insured your **home** and we agree to pay your claim under this section, the most we will pay is the **insured amount** for **home** shown in the **schedule**, plus an amount for "Extra Benefits" (if applicable), less any **excess**.

Limits to what we pay for contents

If you have insured your **contents** and we agree to pay your claim under this section, the most we will pay is the **insured amount** for **contents** shown in the **schedule**, plus an amount for "Extra Benefits" (if applicable), less any **excess**.

Items that form part of a set

Where an item forms part of a set, we will only pay the replacement value of that item. We will not pay to replace the entire set.

Repairing or replacing carpets

What is **carpet** area"?

Below we talk about "**carpet** area". By "**carpet**", we mean:

- ▼ a single, unjoined piece of carpet, or
- ▼ pieces of carpet of exactly the same type that are joined to form a single piece of carpet in a room.

By "**room**", we mean:

- ▼ a portion of space within your **home**, separated by walls, doors or partitions from other parts of your **home**.

What we pay for loss or damage to carpet

If we agree to pay a claim for **loss** or **damage** to carpets, we will pay the cost of repairing any **carpet** that can be **economically repaired**.

If the **carpet** cannot be **economically repaired** then we may choose to either:

- ▼ get you a replacement **carpet**, or
- ▼ pay you the amount it would cost us to replace it.

We will try to match materials or items used in repairing or replacing, with the original item, but if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.

We will not pay you for repairing or replacing **carpet** in a **room** where the **loss** or **damage** did not occur.

Repairing or replacing all other contents items

This section tells you what we will and will not pay for all other **contents** items except **carpets**.

What we pay for loss or damage to other contents items

If we agree to pay a claim for **loss** or **damage** to any other **contents** items, we will pay the cost of repairing those items that can be **economically repaired**.

If the **contents** item cannot be **economically repaired**, we may choose to either:

- ▼ get you a replacement item, or
- ▼ pay you the amount it would cost us to replace the item.

We will try to match materials or items used in repairing or replacing, with the original item. But if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.

We will not pay more than the limits listed on pages 13 and 14 of this section.

Limits on what we pay for contents not specified in the schedule

If you have insured your **contents** and we agree to pay a claim under this section and the **contents** items you are claiming for are not specified in the **schedule**, the most we will pay you for those items is set out in the limits below.

The limit on what we will pay for any **contents** item may vary – depending on where the item is when the **loss** or **damage** occurs.

It is important that you read all of the limits below to work out which ones apply to your claim.

1. High risk items (as defined in the policy)

The most we will pay for **high risk items** not specified in the **schedule** is \$2,500 for any one item, up to 20% of the **contents insured amount**, less any **excess**, if the **loss** or **damage**:

- ▼ is to any item of jewellery, and

▼ is caused by theft or attempted theft and not excluded by excluded event 2.

The most we will pay for any other **high risk items** not specified in the **schedule** is \$2,500 for any one item, less any **excess**.

Please note, these limits do not apply to items you have listed as specified items in the **schedule**. If you want to fully protect your property, you can specify all **high risk items** which have an **insured amount** exceeding \$2,500.

Please remember, these limits are the maximum amounts we will pay for any such **contents** items in your claim.

For example, if you have a piece of jewellery worth \$3,000 insured with us as an unspecified item and it is stolen from your **home**, and you have a \$100 **excess** – then the most we will pay for your claim is the limit (which for jewellery is \$2,500) less the **excess** (\$100) – which is \$2,400.

We may reduce these amounts if the **contents** items are:

- ▼ in the **open air** at the **premises** (see limit 2 below)
- ▼ at your **new residence** (see limit 3 below), or
- ▼ away from the **premises** (see Extra Benefit 14)

at the time of the **loss** or **damage**.

2. Contents in the open air at the premises

If the **loss** or **damage** to your **contents** occurs while they are in the **open air** at the **premises**, and is caused by **storm** or rain or theft or attempted theft, then the most we will pay:

- ▼ in total for all such **contents** in your claim is \$2,500, less any **excess**.

Please remember, if your **contents** come within this limitation this is the maximum amount we will pay for them.

This amount replaces any other limit that would otherwise let you claim more than this limit does.

For example, if your outdoor garden furniture worth \$3,500 is stolen from your backyard, the most we will pay is \$2,500, less any **excess**.

3. Contents moved to a new residence while some contents are left at the home and premises

If the **loss** or **damage** to your **contents** occurs while they are at your **new residence**, the most we will pay in total for all such **contents** items is the **insured amount** for **contents**, less the value of the **contents** still at the **home** and **premises** at the date of the **loss** or **damage**, less any **excess**.

If **loss** or **damage** to your **contents** occurs while they are at the **home** or **premises**, the most we will pay in total for all such **contents** items is the **insured amount** for **contents**, less the value of the **contents** at your **new residence** at the date of the **loss** or **damage**, less any **excess**.

For example, if your **insured amount** is \$50,000 and the total value of the **contents** at the **new residence** is \$20,000, the most we will pay for **loss** or **damage** to the **contents** at your **premises** is \$30,000, less any **excess**.

4. Money, financial transaction cards and bullion

The most we will pay in total for **loss** to:

- ▼ **money** (excluding Additional Benefit 2, see page 11),
- ▼ personal and/or **business** financial transaction cards (excluding fraudulent use of the transaction card Extra Benefit 13 – see page 10), and
- ▼ bullion (for example gold or silver bars),

is \$2,500, less any **excess**.

Section 2 – Legal Liability

This section covers

- ▼ **home and/or contents legal liability:** you and your family against legal liability for personal injury to other people (other than employees), or loss or damage to their property, which is caused by an occurrence in connection with the home. Where you have purchased cover under Section 1, then this cover automatically applies,
- ▼ **business legal liability:** your legal liability for personal injury to other people (other than employees), or loss or damage to their property, which is caused by an occurrence in connection with the business. Where you have purchased cover for contents under Section 1, then this cover automatically applies,
- ▼ **products liability:** your legal liability for personal injury to other people (other than employees), or damage to their property, which is caused by your products. This is an optional cover, and is only available if you have also purchased business legal liability cover.

What does legal liability mean?

Legal liability means a court (other than a North American court or a court applying North American law) finds, or we accept, that you or your **family**, or your **business** are legally responsible to pay damages and **additional costs** for:

- ▼ **loss or damage** to property or **damage to property** owned or controlled by someone else other than you or your family, or
- ▼ **personal injury** to someone other than you or your family.

Types of legal liability you can claim for

Home legal liability

We only insure you for **home legal liability** under this section if your **home** is insured with us and “Home Legal Liability” is shown under “What’s Covered” in the **schedule**.

You can claim for your **legal liability** if the **occurrence** that gives rise to your **legal liability**:

- ✓ occurs during the **period of insurance**, and
- ✓ occurs in your **home** or at the **premises**, and
- ✓ you or your **family** are legally responsible for as owners or occupiers of the **home** or **premises**, and
- ✓ was not intended or expected by you or your **family**, and
- ✓ is not excluded by any of the exclusions under the “What we exclude” column of this section, and
- ✓ is not excluded by any of the General Exclusions listed on pages 43 and 44.

Contents legal liability

We only insure you for **contents legal liability** under this section if your **contents** is insured with us and “Contents Legal Liability” is shown under “What’s Covered” in the **schedule**.

You can claim for your **legal liability** if the **occurrence** that gives rise to your **legal liability**:

- ✓ occurs during the **period of insurance**, and
- ✓ occurs within the **territorial limits**, and
- ✓ was not intended or expected by you or your **family**, and
- ✓ is not excluded by any of the exclusions under the “What we exclude” column of this section, and
- ✓ is not excluded by any of the General Exclusions listed on pages 43 and 44.

Business legal liability

We only insure you for **business legal liability** under this section if “Public Liability” is shown in the **schedule**.

You can claim for your **legal liability** which results from an **occurrence** in connection with your **business** which:

- ✓ occurs during the period of insurance, and
- ✓ occurs within the **territorial limits**, and
- ✓ was not intended or expected by you.
- ✓ it is not excluded under the “What we exclude” column of this section, and,
- ✓ the loss is not excluded by any of the exclusions under the “What we exclude” column of this section, and
- ✓ is not excluded by any of the General Exclusions listed on pages 43 and 44.

✓ What we cover

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

✗ What we exclude

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

You and your family

- ▼ arises from **personal injury** to you or your **family** or any other person who normally lives with you, or
- ▼ arises from **loss** or **damage** to any property that is owned or controlled by you or your **family** or any other person who normally lives with you. We will extend the liability cover to you if you are the tenant and you cause the **loss** or **damage** to any property that:
 - ▼ is owned by your landlord, and
 - ▼ has been left in your **home** for use by you,

Products

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

Disease

- ▼ arises out of or in connection with the transmission of any disease,

Drugs

- ▼ arises from the supply of drugs, or

Defective work

arises from the cost of performing, completing, correcting or improving any work done by you, or

Weakening of support to property

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

Breach of professional duty

arises from a direct or indirect 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,

Asbestos

arises from:

- (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, 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 loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives or 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.

For the avoidance of doubt this exclusion prevails over Additional Cover 3 – Pollution,

✓ What we cover

✗ What we exclude

Loss of use

arises 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,

Libel and slander

is directly or indirectly caused by or arises from any 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) arises from for **personal injury** to any **employee** arising out of or in the course of his or her employment with you, apart from an **employee** you employ to do domestic work for you at the **premises** or in your **home**:

- ▼ while doing this domestic work, and
- ▼ where your **legal liability** cannot be covered by workers' compensation legislation only because of the way you legally pay the **employee** to do the domestic work,

(b) arises from any provision of:

- ▼ workers' compensation legislation,
- ▼ accident compensation legislation,
- ▼ industrial award, agreement or determination,

Work outside Australia

arises directly or indirectly out of work carried out outside Australia and its external territories,

Punitive damages and fines

arises from an award 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

arises from infringement of copyright or patent,

Guarantees and contracts

arises from an undertaking, guarantee or contract entered into by you or your **family**, except where:

- (a) you would have had the same **legal liability** without the contract, or

✓ What we cover

X What we exclude

- (b) we have specifically allowed for it in this policy or by written endorsement, or
- (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,

Watercraft, aircraft and vehicles

arises from the operation, ownership, possession or use by you or on your behalf of any **watercraft** or vessel exceeding 8 metres in length, is caused by or is in connection with the operation of aerodromes, airports, aircraft refuelling risks, or airline or aircraft liability, is caused by or is in connection with 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 (except as covered in the "Additional Covers" in this section),

For the purposes of this section:

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, but does not include:

bicycles, motorised golf buggies, wheelchairs or lawn mowers, if they do not have to be registered.

Care, custody and control

arises as a direct or indirect **damage to property** belonging to you or in your care, custody or control (except as covered in the "Additional Covers" in this section),

because you own or occupy any land or building (unless the land or building is the **premises** or **home** and you occupy it as tenant or lessee),

Child molestation

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

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

Also, we shall have no duty to defend any action, suit or proceedings brought against you either directly or indirectly seeking damages in respect of such molestation, interference, mental abuse or physical abuse,

✓ What we cover

✗ What we exclude

Pollution

arises from the direct or indirect 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 is in respect of costs or expenses incurred in preventing removing or cleaning up such **contaminants or pollutants** (except as covered in the "Additional Cover 3" in this section).

Products liability exclusions

In addition to all of the previous legal liability exclusions, if Products Liability is shown under "What's Covered" in the **schedule**, we will also not pay for:

Aircraft products

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,

Product recall or repair

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

Design, formula or specification

personal injury or damage to property caused by the defective design, formula or specification by you of any **products**, or

Liability by contract

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**,

Exports not originating from Australia

any claim in respect of **products** not supplied from or originating in Australia or its external territories.

We will also not pay under **home legal liability**, if the **legal liability** arises:

- ▼ out of or in connection with the common property where the **home** is a Strata Title unit; or
- ▼ because building work that costs more than \$50,000 is being carried out on your **home**; or
- ▼ because of vibration, removal or weakening of the support of any land or building; or

✓ What we cover

Additional Covers

We will also pay for a claim for your **legal liability** which is caused by or arises from:

1. Care custody or control

for **damage to property** in your care custody or control 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 or home

premises or **home** (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 free car park provided by you for the use of customers, visitors or **employees**, or

(e) Customers' property

customers' property, being all forms of tangible property other than land or buildings, that has been left in your care, custody or control for repair, maintenance, storage or exhibition at your **premises**.

✗ What we exclude

- ▼ out of or in connection with your **business**, profession or occupation ("business, profession or occupation" includes leasing your **home** as commercial premises but does not include part-time temporary care of a child, or leasing your **home** as a residence only).

We will also not pay under **contents legal liability**, if the **legal liability** arises:

- ▼ because you or your **family** own or occupy any land or building (unless the land or building is the **home** or **premises** and you occupy it as a tenant, or as owner of a Strata Title unit); or
- ▼ out of or in connection with your **business**, profession or occupation ("business, profession or occupation" includes leasing your **home** as commercial premises but does not include part-time temporary care of a child, or leasing your **home** as a residence only).

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

damage to any **other property** belonging to you or under your care, custody or control or maintenance to those **premises** required under your lease or tenancy agreement.

✓ What we cover

2. Non-Manual Work Worldwide Cover

which results 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

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), and where such discharge, dispersal, release or escape:

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

arising directly out of:

- (a) the delivery or collection of goods to or from any vehicle where the **personal injury** or **damage to property** occurs beyond the limits of any carriageway or thoroughfare,
- (b) 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, but which is not in your, or their physical or legal control,
- (c) the use of any vehicle as a tool of trade.

5. Representation costs

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.

✗ What we exclude

damage where you are required by law to arrange insurance in relation to a vehicle, or

damage is covered by a motor insurance policy.

✓ What we cover

6. Cover for other people

where the term “you” is extended to include:

- ▼ your personal representatives in the event of your death, or
- ▼ any director, business partner, executive officer, shareholder or **employee** of yours, or
- ▼ 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, or
- ▼ 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 such **employee** whilst actually undertaking such private work, or
- ▼ 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.

7. Cover for other activities

where the term **business** is 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,
- ▼ private work undertaken by any **employee** for any of your directors, business partners or senior executives,
- ▼ the carrying out of repairs, maintenance, alterations or additions or demolition up to a cost of \$50,000 to or of buildings owned or occupied by you and shown in the **schedule**,
- ▼ 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.

8. Joint insureds – claims

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

✗ What we exclude

personal injury or damage to property caused by any qualified medical practitioner.

personal injury or damage to property caused by any qualified medical practitioner.

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.

Subject always to the limit set out below in Pollution (Additional Cover 3) if any one **occurrence** or series of **occurrences** results wholly or partially in pollution of any kind or magnitude, we will only pay up to the **insured amount** shown in the **schedule** by Public Liability for all claims for **legal liability** under this section in respect of that **occurrence** or series of **occurrences**.

Home legal liability, Contents legal liability and Public liability

We will not pay more than \$20 million in total for **legal liability** claims for any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause.

This amount of \$20 million includes all legal costs and expenses:

- ▼ that are incurred with our consent, or
- ▼ for which you have a **legal liability** to someone who claims against you.

Products liability

For claims arising out of **products**, we will not pay more than \$20 million in total for **legal liability** in respect of any one **occurrence** or series of **occurrences** due to, or arising out of, one source or original cause, and limited in total in any one **period of insurance** to that **insured amount**. We will also pay **additional costs** in addition to this amount.

Pollution (Additional Cover 3)

For all claims arising wholly or partially out of pollution we will pay up to the **insured amount** for "Pollution" shown in the **schedule** for **legal liability**. We will also pay **additional costs** in addition to this amount.

Property in care, custody or control

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

North America (Additional Cover 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 North America or states or territories incorporated in or administered by any court in North America.

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 except for **additional costs** for which we are liable that were incurred prior to the date of such payment.

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** for **damage to property**.

Section 3 – Portable and Valuable Items

This Section covers you anywhere in the world for loss of or damage to portable or valuable items that:

- ▼ you usually carry around with you in the course of your business, or
- ▼ are your personal possessions such as your jewellery, and photographic and sporting equipment.

You must insure your contents under Section 1 to take out this section.

You can claim for specified and/or unspecified portable and valuable items insured under this section that are lost, stolen, **damaged** or destroyed anywhere in the world if:

- ✓ “Portable and Valuable Items” is shown in the **schedule**, and
- ✓ the **loss** or **damage** occurs during the **period of insurance**, and
- ✓ 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 43 and 44, and
- ✓ you have taken all reasonable care to protect the item, and
- ✓ you report the **loss**, theft, or **malicious damage** or destruction to the police as soon as possible, and
- ✓ you give us, as soon as possible, a written statement from the police saying that you reported that to them.

In this Section, you can insure:

- ▼ unspecified portable and valuable items (up to the limits we apply);
- ▼ specified portable and valuable items (up to the limits you specify);
- ▼ a combination of both.

What are unspecified portable and valuable items?

Unspecified portable and valuable items means those items that you usually carry around with you for use in the course of your **business** including but not limited to tools of trade, office equipment, **trade samples** and scientific equipment.

Unspecified portable and valuable items also means any item we list below which is owned by you and not listed as a specified portable and valuable item in the **schedule**:

- ▼ bicycles,
- ▼ binoculars or telescopes,
- ▼ clothing or related accessories normally worn or carried, including but not limited to shoes, handbags, wallets, briefcases and keys,
- ▼ financial transaction cards (where someone has fraudulently used your card and you are liable for that use),
- ▼ furs,
- ▼ jewellery,
- ▼ laptop computers,
- ▼ musical instruments (but not other musical equipment, or musical accessories – such as amplifiers),
- ▼ **money**
- ▼ photographic equipment,
- ▼ portable battery powered:
 - ▼ DVD players and DVD recorders,
 - ▼ games consoles,
 - ▼ mobile phones,
 - ▼ personal digital assistants (PDA's)
 - ▼ pocket calculators and electronic diaries,
 - ▼ radio receivers,
 - ▼ record players, compact disc players and MP3 players,
 - ▼ tape recorders and cassette players,
 - ▼ television sets,
 - ▼ video recorders or video cameras.
- ▼ prescription spectacles,

- ▼ projection equipment and data projectors,
- ▼ sporting equipment (but not equipment that is used on, in or under water or in the air, or motorised sporting equipment),
- ▼ sunglasses, or
- ▼ watches or travel clocks.

Special Condition applicable to financial transaction cards

If someone finds or steals your financial transaction card and uses it fraudulently and the law states you must repay some or all of the amount, then we will make these payments for you, but only if you have complied with all the “conditions of use” of your card.

Excluded items

Portable and valuable items does not mean:

- ▼ firearms – whether or not in working order,
- ▼ **watercraft** or outboard motors,
- ▼ motorised wheelchairs, golf buggies, or ride on lawn mowers and similar motorised transportation,
- ▼ furniture or household items,
- ▼ camping equipment,
- ▼ films, compact discs (CD’s), digital versatile disks (DVD’s), audio tapes or video tapes or memory cards holding audio or video data,
- ▼ contact lenses, hearing aids, or prosthetic or dental aids,
- ▼ projection equipment, and
- ▼ clothing when it is being worn while playing sport or exercising.

If any item you want to insure is worth more than the \$2,500 limit we apply to it as an unspecified item, you should insure it as a specified item.

What are specified portable and valuable items

Specified portable and valuable items are those which are listed in the **schedule**.

If the item you want to insure is worth more than the limit we apply to it as an unspecified portable and valuable item (see below), you should insure it as a specified portable and valuable item.

For example, you own a ring that is worth \$3,500. If this is not specified and it is stolen, the maximum amount you can recover under this Section is \$2,500 less any **excess**. If you have specified the ring for a value of \$3,500 and it is listed in your **schedule**, you may recover up to \$3,500 less any **excess**.

Types of loss or damage you can claim, for portable valuables items

✓ What we cover

Loss of or damage to any specified or unspecified item covered under this section.

✗ What we exclude

We do not cover any **loss or damage** to any item under this section if it is caused by:

- ▼ a defect in the item,
- ▼ **depreciation**,
- ▼ rusting or corrosion,
- ▼ dampness or weather conditions,
- ▼ any process of cleaning, repairing, altering, restoring or renovating the item,
- ▼ delay, detention, confiscation or destruction by customs officials or other authorities,
- ▼ mechanical or electrical breakdown, or
- ▼ using sporting equipment or bicycles for the purpose they were designed or made for.

Excess

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

Limit to what we pay for unspecified items

When you insure your **contents** with us, we automatically give you some insurance for unspecified items:

Automatic cover – the most we will pay is \$2,500 for any one unspecified portable and valuable item, up to \$10,000 in total for all unspecified portable and valuable items you claim during the **period of insurance**.

If you have chosen a higher limit for unspecified items, the most we will pay is \$2,500 for any one unspecified portable and valuable item, and the most we will pay in total for all claims for **loss** of or **damage** to unspecified portable and valuable items during the **period of insurance** is the **insured amount** for unspecified portable and valuable items shown in the **schedule**.

Limit to what we pay for money

The most we will pay in total for money is \$500 for each **period of insurance**, less any **excess**.

Limit to what we pay for financial transaction cards

The most we will pay in total for your liability from another person's fraudulent use of your financial transaction card is \$500 during each **period of insurance**, less any **excess**.

Limit to what we pay for specified items

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

Section 4A – Computer and Electronic Breakdown

This is an optional section of the policy which covers the breakdown of your computer equipment, and electronic equipment such as photocopiers, diagnostic equipment, faxes etc.

You can claim for **loss** or **damage** as described under “What we cover” to an item described in the **schedule** under one or more of the following categories:

- ▼ computer breakdown”, or
- ▼ electronic equipment breakdown”,

if:

- ✓ the relevant category 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 43 and 44.

✓ What we cover

Loss or **damage** occurring at your **premises** to any **computer equipment**, **general electronic equipment** and **diagnostic equipment** (specified by you and as shown in the **schedule**) which requires repair or replacement before it can continue operating normally.

✗ What we exclude

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

Visual display units such as thin Film Transistor, Liquid Crystal Display and Plasma Screens and other electrical and electronic valves and tubes, lasers and magnetron units, unless such a component has a normal life expectancy of more than 10 years, and such **loss** or **damage** occurs less than 10 years from the date of the original installation or replacement.

The cost of reinstatement of data.

Consequential loss of any nature.

The cost of repair or replacement of **expendable items** including but not limited to print heads, belts, chains, fuses, circuit breakers, contacts which spark or arc, photo-sensitive drum assemblies, latches, locks, secure mechanisms, batteries, carbon ribbons.

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.

Loss of or **damage** to **computer equipment**, **general electronic equipment** and **diagnostic equipment** which you knew or reasonably should have known to be defective before the **loss** or **damage** occurred.

✓ What we cover

Extra Benefits

If we agree to pay a claim under Section 4A – Computer and Electronic Equipment Breakdown then we will also pay for:

1. Consulting Engineers Fees

the cost of consulting engineers fees (excluding fees for preparing a claim) necessarily incurred with our written consent, in the reinstatement of computer systems or electronic equipment.

2. Additional Costs

loss of or damage to computer equipment or general electronic equipment or diagnostic equipment under this section, we will also cover the cost of:

- ▼ hiring temporary **computers** and/or **general electronic equipment** or **diagnostic equipment**,
- ▼ effecting temporary repairs,
- ▼ overtime work required for carrying out the repairs,
- ▼ express freight services including overseas air freight, and
- ▼ removal of debris.

X What we exclude

Loss or damage caused directly or indirectly from fire, smoke or soot, extinguishing of a fire or subsequent demolition, lightning, hail, wind, rain, storm, **flood**, impact by aircraft or other aerial devices, theft or attempted theft, malicious damage, earthquake, subsidence, landslip earth movement, subterranean fire, volcanic eruption, impact by land vehicles or watercraft.

Loss or damage caused by explosion.

Damage caused during installation, erection or relocation.

Damage arising out of **computer equipment, general electronic equipment and diagnostic equipment** being subjected to tests involving abnormal stresses or arising out of **computer equipment, general electronic equipment and diagnostic equipment** being deliberately overloaded.

Damage caused by a deliberate act, neglect or omission on your part. The cost of alterations, improvements or overhauls unless it is required for the repair or replacement.

We will not pay more than \$5,000.

We will not pay more than \$5,000 in total for additional costs.

✓ What we cover

Additional Cover
The cover provided by Section 4A– Computer and Electronic Equipment Breakdown is extended to cover:

1. Laptop Computers Away From the premises
your laptop computer or personal digital assistant (PDA) under this section anywhere in the world if:

- ▼ Computer Breakdown is shown under “What’s covered” in the **schedule**, and
- ▼ the laptop computer or PDA is specified in the **schedule** under Section 3 – Portable and Valuable Items

2. Equipment On Loan
items of **computer equipment** or **general electronic equipment**, which are borrowed to replace items suffering from **loss** or **damage**.

✗ What we exclude

What we pay

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

Where the item is repairable we will pay the costs of restoring the damaged item to a condition substantially the same but not better or more extensive than its condition when new. If you carry out the repairs at the **premises**, 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 the items are not repairable we will replace the item, with a new item of equivalent make or model that is compatible with your existing systems and programs.

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 **loss** or **damage** occurred.

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

Limits to what we pay

The most we will pay for **computer equipment**, **general electronic equipment** and **diagnostic equipment** for any one **event** is the **insured amount** for Section 4A – Computer and Electronic Breakdown shown in the **schedule**.

If the costs of repair exceed the replacement cost, we will not pay more than:

- ▼ what we would be required to pay to replace it; or
 - ▼ the **insured amount**,
- whichever is the lesser.

Excess

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

Section 4B – Computer Breakdown – Restoration of Computer Data

This is an optional section of the policy which covers the cost of rewriting computer records following a breakdown of your computers.

You can claim for the restoration of computer data as described under “What we cover” if:

- ✓ we have agreed to pay a claim under Section 4A for repair or replacement of **computer equipment**;
- ✓ the data is lost as a direct result of the event claimed for under Section 4A,
- ✓ “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 43 and 44.

✓ What we cover

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

✗ What we exclude

We will not pay for:

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

Any consequential loss.

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

The cost of restoration of data more than 30 working days before the **loss** or distortion took place unless such data has been copied and stored away from the **premises** or in a fire proof safe.

Loss or **damage** caused by a **computer virus**.

Special Conditions

It is a condition of this cover that you back up or duplicate the data at intervals of not greater than thirty (30) days and that these duplicate copies are stored off the **premises** or in a fire resistant safe.

What we will pay for Restoration of Computer Data

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

Limits to what we pay

We will not pay more than:

- ▼ the costs for restoring data for the 30 days preceding the date of **loss** or **damage**, or
- ▼ the **insured amount** for Section 4B shown in the **schedule**,

whichever is the lesser.

Section 4C – Computer Breakdown – Increased Costs of Working

This is an optional section of the policy which covers the increased costs which you may incur following the breakdown of your computers, such as the hiring of alternative computers.

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

- ✓ “Increased costs of working” is shown under “Computer Breakdown” in the **schedule**,
- ✓ the claim is not excluded under the “What we exclude” column of this section,
- ✓ the increased costs are necessary and reasonable to minimise any interruption to the **business**, and
- ✓ the claim is not excluded by any of the General Exclusions listed on pages 43 and 44.

✓ What we cover	✗ What we exclude
<p>The increased costs of operating your business following:</p>	
<p>1. Computer Breakdown</p> <p>The breakdown of your computer equipment or loss of or damage to your computers for which a claim has been paid or liability admitted under Section 4A, or would have been paid or liability admitted but for the application of an excess, or suppliers or manufacturers warranty.</p>	<p>Costs incurred in respect of the first 2 working days following the event that caused the loss of or damage to your computer equipment.</p> <p>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.</p> <p>Any consequential loss.</p> <p>Costs incurred after 90 days from the date of loss or damage.</p> <p>Expenses that are incurred in the replacement of the electronic data processing media.</p> <p>The cost of reinstating the data contained in the electronic data processing media.</p>
<p>2. Breakdown of Air Conditioning Equipment</p> <p>The breakdown of air conditioning equipment, at your premises, the operation of which is needed for the operation of your computer equipment as long as:</p> <p>(a) the air conditioning equipment is insured, and</p> <p>(b) a claim has been made or liability admitted or such a claim would have been admitted but for the application of an excess.</p>	
<p>3. Failure of telecommunications data transmission networks</p> <p>The failure of telecommunications data transmission networks in Australia.</p>	<p>We will not pay the increased costs for the first thirty six (36) hours immediately following such a failure.</p> <p>We will not pay the increased costs for a period of more than ten (10) days from the date of such a failure.</p> <p>We will not pay if the failure is caused by the cessation of work, riot, lock out or civil commotion.</p> <p>We will not pay if the failure is caused by a deliberate act of the telecommunications network, unless performed for the sole purpose of protecting a part of their network or equipment.</p>

What we will pay for Computer Breakdown - Increased Costs of Working

If we agree to pay a claim, we will pay the increased costs of working as agreed by us in advance.

Limits to what we pay

We will not pay more than the **insured amount** for Section 4C shown in the **schedule**, less the charges and expenses of the **business** that may cease or be reduced as a result of the **loss** or **damage**. We will pay for a maximum period of three months from the date the **loss** or **damage** occurred.

Excess

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

Section 5 – Business Interruption

This is an optional section of the policy, but you must insure your contents to take out this section. It covers a reduction in your business income as a result of damage to your property. Depending your business, you can choose to cover either gross income, weekly income or additional increased cost of working.

You can claim for a reduction in your **gross income** or **weekly income** or the additional increased costs of working (as chosen by you and 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” in 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 43 and 44.

✓ What we cover
<p>A reduction in your gross income or weekly income or the additional increased costs of working caused by one of the following insured events:</p>
<p>1. Loss of or damage to your home or contents. loss of or damage to your home or contents at your premises, due to an event covered under Section 1 – Home and Contents, or any other policy insuring the same events, and for which the insurers have admitted liability.</p>
<p>2. Boiler explosion the explosion of any boiler or economiser on the premises.</p>
<p>3. Damage to the premises at an electricity, gas, water supplier or land based telecommunication installation damage caused by an event which would be covered under Section 1 – Home and Contents of this policy, but which is insured under another policy and for which the insurers have admitted liability, to:</p> <p>(a) an electricity power station or sub-station, (b) a gas works, (c) a water or sewerage works, or (d) a land based telecommunications installation situated in Australia or its external territories, which supplies your business.</p>

✗ What we exclude
<p>Any claim for a reduction in gross income or weekly income where there is no insurance in place which has paid or will pay for the loss or damage to your property at your premises, where such loss or damage has caused or contributed to the interruption to the business.</p> <p>Any claim for reduction in weekly income unless the period of interruption or interference has been in excess of 3 consecutive days.</p>
<p>A reduction in gross income or weekly income or the additional increased costs of working caused by loss of or damage to your property at your premises, due to flood.</p>
<p>We will not pay more than 20% of the insured amount shown against “gross income” or “weekly benefit” in the schedule.</p> <p>We will not pay a reduction in gross income or weekly income or the additional increased costs of working caused by damage, due to flood.</p> <p>We will not pay for the first 48 hours of any such interruption or interference to the business which occurs after the loss or damage to the property of the electricity, gas, water or telecommunications supplier occurs.</p>

✓ What we cover

4. Prevention of access

damage to property which would be covered under Section 1 – Home and Contents of this policy, but which is insured under another policy and for which the insurers have admitted liability, and:

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

5. Damage to the premises of suppliers

damage to property caused by an **event** which would be covered under Section 1 – Home and Contents of this policy but which is insured under another policy and for which the insurers have admitted liability at the Australian premises of any supplier of yours which supplies you directly with manufactured goods or materials.

6. Infectious Disease, Vermin or Pests or Defective Sanitary Arrangements, Food or Drink Poisoning, Murder or Suicide, Shark or Crocodile attack.

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 the **premises** or within a 20 kilometre radius,
- ▼ 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,
- ▼ shark or crocodile attack occurring within a 20 kilometre radius of the **premises**.

7. Computer installation.

damage caused by an **event** which would be covered under Section 1 – Home and Contents of this policy but which is insured under another policy and for which the insurers have admitted liability to a computer installation, including any ancillary equipment and data processing media, utilised by you.

8. Documents temporarily removed.

damage caused by an **event** which would be covered under Section 1 – Home and Contents of this policy but which is insured under another policy and for which the insurers have admitted liability to any of your **documents** or **documents** held in trust by you while:

- ▼ temporarily at premises in Australia, not occupied by you, or
- ▼ in transit to any place in Australia.

✗ What we exclude

A reduction in **gross income** or **weekly income** or the additional increased costs of working caused by **loss** or **damage**, due to **flood**.

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

A reduction in **gross income** or **weekly income** or the additional increased costs of working caused by **damage**, due to **flood**.

We will not pay for the first 48 hours of any such interference or interruption.

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

We will not pay for the first 48 hours of any such interference or interruption.

We will not pay for **loss** of or reduction in your **gross income** or **weekly income** that results from an interruption of your **business** that is caused by:

- ▼ highly pathogenic avian influenza in humans, or
- ▼ any other diseases declared to be quarantinable diseases under the Quarantine Act 1908 and subsequent amendments.

A reduction in **gross income** or **weekly income** or the additional increased costs of working caused by **damage**, due to **flood**.

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

A reduction in **gross income** or **weekly income** or the additional increased costs of working caused by **damage**, due to **flood**.

✓ What we cover

Extra Benefits

If we agree to pay a claim under Section 5 - Business Interruption we will also pay the following Extra Benefits if the costs are related to or caused by the **loss** or **damage** that gave rise to the claim:

1. Accountants fees

pay the reasonable professional fees including those of an auditor or accountant incurred with our consent to produce or certify a claim under this section.

Optional Cover

The following cover is optional and is available if you choose it and pay an additional premium.

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 **event** covered under Section 1 – Home and Contents 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.

✗ What we exclude

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

We will not pay more than the **insured amount** for "Outstanding accounts receivable" shown in the **schedule**.

What we pay for a reduction in gross income.

We will pay the amount by which, as a consequence of the **loss** or **damage**, the **gross income** earned during the **indemnity period** falls short of the **standard income**.

In deciding the amount your **gross income** has been reduced we will take into account:

Savings to the business

We will 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 the **loss** or **damage**.

Other events and trends

We will 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 income** of the **business** during the **indemnity period**.

Alternative trading

We will 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

We will take into account any run down of accumulated stock which is carried out to postpone any reduction of **gross income**.

New business

If the **loss** or **damage** occurs before the end of the first financial year of your **business**, we will 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 is the **insured amount** for “Gross Income” in the **schedule**. We will pay for a maximum of the **indemnity period**.

The most we will pay for Accountants Fees is \$10,000 for any one **event**.

If your insured amount is too low

If, when the **loss** or **damage** happens, the **insured amount** shown in the **schedule** is less than 85% 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 portion of your loss of **gross income** claim.

How a claim affects your insured amount

If we agree to pay a claim under this section, and you pay us any additional premium we require, then we shall reinstate the **insured amount** for Section 5 to the same amount as specified in the **schedule** at the time of the **loss** or **damage**, unless you request otherwise.

What we will pay for increased costs

If with our prior consent you incur increased costs to avoid a reduction in **gross income**, for example renting new premises to continue trading, we will pay for these, provided the costs are less than, or equal to, the amount we would have paid under a reduction in **gross income** less any applicable savings.

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 take into account:

Savings to the business

We will 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 the **loss** or **damage**.

Other events and trends

We will 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

We will 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

We will take into account any run down of accumulated stock which is carried out to postpone any shortage in **weekly income**.

New business

If the **loss** or **damage** occurs before the end of the first financial year of your **business**, we will 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**.

The most we will pay for Accountants Fees is \$10,000 for any one **event**.

Seasonal increase

We will increase the **insured amount** shown in the **schedule** next to **weekly benefit** by 30% 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 **loss** or **damage** 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 **loss** or **damage 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.

What we pay for additional increased costs of working

We will pay the additional expenditure that you necessarily and reasonably incur to minimise the effect of the interruption of the **business**, during the **indemnity period**.

Limits to what we pay

The most we will pay is the **insured amount** for “Additional Increased Cost of Working” shown in the **schedule**. We will pay for a maximum of the period shown by “Indemnity period” in the **schedule**.

The most we will pay for Accountants Fees is \$10,000 for any one **event**.

Section 6 – Employee Dishonesty

This is an optional section of the policy. It covers the unlawful theft of your money by any of your employees either acting alone or in collusion with any others.

You can claim for **loss** of **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 43 and 44.

✓ What we cover

Loss of money as a direct result of **employee dishonesty** if:

- ▼ 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.

Extra Benefits

1. Accountants costs

If we agree to pay a claim under this section, we will reimburse you for fees payable by you to external auditors if they are reasonably and necessarily incurred to substantiate the claim.

✗ What we exclude

Any **loss** caused by a particular **employee** that occurs after:

- ▼ you become aware of an act of **employee dishonesty** by that **employee**, or
- ▼ you suspect that **employee** has previously committed an act of **employee dishonesty**.

Any **loss** resulting directly or indirectly from trading in securities or derivatives whether in your name and whether in a genuine or fictitious account.

Any act of **employee dishonesty** committed by a person whom you know to be dishonest.

Any act of dishonesty committed by a member of your **family**, or if the **family** member is an **employee** of the **business**.

We will not pay more than \$5,000.

What we pay

If we agree to pay a claim we will pay the sum of **money** lost.

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** for Section 6 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** for Section 6 shown in the **schedule**.

Excess

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

Section 7 – Tax Probe[®]

This is an optional section. It 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.

What is an **audit**?

The audit of a **return** submitted by you or on your behalf by the Australian Taxation 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.

For the purpose of this section, 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:

- (a) the **auditor** has given written notice to that effect,
- (b) the **auditor** notifies you that it has made a **concluded decision** about your **returns**, or
- (a) when the **auditor** has issued an assessment or amended assessment of your **returns**, or
- (b) in the absence of (a), (b) or (c) where your **professional adviser** declares in writing that such an **audit** has been concluded.

You can claim for the **professional fees** reasonably and necessarily incurred by you in connection with an **audit** which commenced during the **period of insurance** as described under "What we cover" if:

- ✓ "Tax Probe[®]" is shown under "What's Covered" in the **schedule**,
- ✓ the **audit** was 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 on pages 43 and 44.

✓ 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 an **audit** which commenced and was notified to us during the **period of insurance**,

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,
- ▼ 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.

✗ What we exclude

Audit by a Commonwealth, State or Territory Department, Body or Agency or the ATO.

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 an **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 an **audit** where the Australian Taxation Office imposes final-culpability penalties at greater than 40%, or where another **auditor** assess your behaviour as being a case of deliberate evasion or recklessness,

✓ What we cover

For the purpose of this section

“You” is extended to include any company, firm, partnership or trust in which you hold a 50% or more ownership, interest or shareholding and provided that you have included such an interest in the turnover provided.

✗ What we exclude

- ▼ in respect of any routine enquires or enquires 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 or financial records or advice which should have been incurred or would ordinarily 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 documents required by the relevant legislation in connection with your **returns**,
- ▼ 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,
 - iv costs in legally pursuing or defending any legal actions against you or initiated by you (unless it is at our discretion),
- ▼ in respect of:
 - i a fraudulent claim,
 - ii a claim arising from any circumstances known to you or any person acting on your behalf, taking out this section,
 - iii verbal or written notification of an impending **audit** given to you or any person acting on your behalf, prior to you taking out this section,
 - iv an **audit** with a notification date prior to you taking out this section,
- ▼ 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,
- ▼ in respect of any firm of managed investment.

✓ What we cover

Extra Benefit

If we agree to pay a claim under this section we will reimburse you for additional expenses 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.

1. Director Tax Probe®

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

2. Investigation Cover

Where "Optional Cover – Investigation" is shown in the **schedule**, the term **audit** is amended to include **investigation** which is defined as:

- ▼ any official inquiry, investigation, examination or review in respect of a **return** (including a Client Risk Review) by any Federal, State or Territory government or statutory authority duly authorised to conduct this form of activity.

✗ What we exclude

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, or
- ▼ any form of activity involving a review of how the professional firm assisting you undertakes its professional duty, or
- ▼ any form of practice or procedural audit of client or practice files, or
- ▼ any activity involving a statutory authority 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

Where “Optional Cover – Superannuation” is shown in the **schedule**, the term **audit** is amended to include any **audit** of the Superannuation fund named in the **schedule** for the purpose of determining any matter relating to the Superannuation fund, or its trustees’ compliance with any of the provisions of the Superannuation Industry Supervision Act 1993.

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,
- ▼ any other documents and information we reasonably require in relation to the **audit** of the **self-managed Superannuation Fund** and/or the appeal.

x 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,
- ▼ 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 an **audit** which commenced and was notified to us during the **period of insurance**.

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** for these matters.

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 claims during the **period of insurance** is the amount shown in the **schedule** as “any one period of insurance”.

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**, **personal 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**, **personal 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. Sonic bangs

any **loss**, **damage** or consequential **loss** due to pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

6. Existing damage

any **loss** or **damage** which happens before this cover starts or which arises from an **event** before the **period of insurance** starts.

7. Deliberate damage

any **loss** or **damage** caused deliberately by you, or any director, business partner, principal, or **employee** of yours, or with your permission.

8. 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**.

9. Vermin, termites, insects or birds

any **loss**, **damage** or **legal liability** arising from insects, moths, termites, vermin or birds

10. Wear and tear, gradual deterioration, faulty workmanship

any **loss**, **damage** or **legal liability** arising from gradual deterioration, wear and tear, lack of maintenance, faulty workmanship, or faulty design, rust, corrosion, mildew, wet or dry rot, rising damp, or seepage.

11. Landslide, subsidence or slippage

any **loss**, **damage** or **legal liability** arising from landslide, subsidence, erosion, undermining, washing away, or slippage.

12. 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.

13. 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 – Business Interruption.

14. Asbestos

- ▼ 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.

15. Electronic data 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 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 – Home and Contents and/or Section 3 – Portable and Valuable Items of the policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, the policy, subject to all its provisions, will insure:

- (i) **loss** of or **damage** to insured property directly caused by the **event**, and/or
- (ii) consequential loss insured by the policy.

This exclusion does not apply where an **event** listed below (being an **event** covered under “What we cover” in Section 1 – Home and Contents and/or Section 3 – Portable and Valuable Items of the 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 and/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 the policy, computer systems records includes **electronic data**.

(e) Where **damage** to property or property are used in the policy, they do not include **electronic data**.

This does not apply to Section 4B – Computer Breakdown- Restoration of Compute Data.

Definitions

The following policy definitions apply to all sections of the policy unless otherwise specified:

Word	Meaning
<p>Act of terrorism</p>	<p>An act, including but not limited to the use of force or violence and/or the threat thereof 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 and/or to put the public, or any section of the public, in fear.</p>
<p>Additional costs</p>	<ul style="list-style-type: none"> ▼ Claimant’s costs, ▼ 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.
<p>Annual income</p>	<p>The gross income during the 12 months immediately before the date the damage occurred.</p>
<p>Auditor</p>	<p>An officer who is authorised under Commonwealth, State or Territory legislation to carry out an audit of your taxation or financial affairs or a return.</p>
<p>Average weekly income</p>	<p>The average weekly income for the 12 months preceding the date of the damage. If the business has not yet completed the first financial year, then the average weekly gross income for the period which it has operated for.</p>
<p>Broken (when we use it with glass)</p>	<p>Broken means that glass is broken through its entire thickness. It does not mean glass that is only chipped or scratched or that has imperfections.</p>
<p>Business</p>	<p>The business described in the schedule.</p>
<p>Collision</p>	<p>Accidental, sudden and violent contact.</p>
<p>Computers</p>	<p>Electronic data processing equipment including software programs, but excluding equipment used predominantly for gaming, gambling, amusement audio or visual entertainment or vending.</p>

Word

Computer equipment

Computer virus

Concluded decision

Contaminants or pollutants

Contents

Meaning

Computers, peripheral equipment and data carrying media belonging to you, or for which you are legally responsible.

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".

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**.

Includes smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants.

Any of the items we list below (including the **high risk items**) that you either own, or are legally responsible for, but only if you normally keep them in your **home**, or at the **premises**, or in the case of **glass**, at the **premises**:

- (a) business property and/or any office equipment (including tools of trade) used in connection with the **business**,
- (b) furniture, furnishings, carpets, or floor rugs,
- (c) curtains, or internal blinds,
- (d) portable household electrical appliances,
- (e) household goods (but not mirrors, glassware, crystal, crockery or china while it is being used or carried),
- (f) clothing, or personal belongings (but not sporting clothing or sporting equipment while they are being used),
- (g) free-standing swimming pools that can be moved from the **premises**,
- (h) wheelchairs, motorised golf buggies, or ride-on lawn mowers if they do not require registration,
- (i) **money**, financial transaction cards, or bullion,
- (j) **documents**,
- (k) any non motorised craft up to 3.5m in length that floats or travels on water, whilst stored at the **premises**, and
- (l) glass that forms part of your furniture, which is not permanently fixed in your **home**,
- (m) items you have listed as specified items in the **schedule**.

Word
Damage or damaged
Damage to property
Data carrying media
Depreciation
Diagnostic equipment
Documents

Meaning
<p>Contents also means any glass permanently fixed to the home that is owned by your landlord and you are legally responsible for under your lease.</p> <p>Contents does not mean any of the items we list below:</p> <ul style="list-style-type: none"> (a) fish, birds, or animals of any kind, (b) lawns, hedges, trees, shrubs, or plants, (c) motor vehicles, motor cycles, trail bikes, mini bikes, caravans, or trailers, and any equipment that is part of or belongs to any of these, (d) aircraft, or watercraft, and any equipment that is part of or belongs to either of these, (e) any non motorised craft up to 3.5m in length that floats or travels on water that is away from the home or premises at the time of the loss or damage, (f) unregistered or unlicensed firearms, or (g) any item that is included in the definition of home.
<p>Sudden and unforeseen physical damage or destruction to the insured property but does not include wear and tear.</p>
<ul style="list-style-type: none"> ▼ physical loss of or damage to or destruction of tangible property including resultant loss of use; ▼ loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an occurrence. <p>Where damage to property is a consequence of a latent cause we will consider the damage to property to have happened when it was first discovered.</p>
<p>means all disks, tapes, cards or other materials used for storing data.</p>
<p>The accounting process we use to work out how much to reduce our assessment of the value of your property by because of its age and condition.</p>
<p>Electronic research, diagnostic or electro-medical equipment.</p>
<p>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.</p>

Word
Economically repaired
Electronic data
Employee or employees
Employee dishonesty
Event or events
Excess or excesses
Expendable items

Meaning
<p>Economically repaired means that it costs less to repair the item than to either:</p> <ul style="list-style-type: none"> ▼ replace the item, or ▼ where we indicate in the policy, replace the item after applying depreciation to it.
<p>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.</p>
<p>Any person engaged in the business under a contract of service or apprenticeship.</p>
<p>The unlawful taking of business 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:</p> <ol style="list-style-type: none"> a) cause loss to you, or b) benefit any person or organisation other than you. <p>Employee dishonesty does not mean:</p> <ul style="list-style-type: none"> ▼ any act of dishonesty committed by a member of your family, or ▼ members of your family who are also an employee of the business.
<p>One incident or all incidents of a series consequent on, or attributable to, one source or original cause.</p>
<p>The first amount of each and every claim that shall be paid by you, after the application of any limits.</p> <p>The excess will be deducted after the application of any limits or terms imposed by the policy.</p> <p>If you suffer loss or damage which leads to a claim under more than one section of the policy, or for more than one item of property:</p> <ol style="list-style-type: none"> a) the highest applicable excess is payable, but b) only one excess is payable.
<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.

Word
Family
Fire
Fixture or fixtures
Flood
Glass
General electronic equipment
Gross income

Meaning
<p>Any of the following people who normally live at the home:</p> <ul style="list-style-type: none"> ▼ parents, grandparents, ▼ spouse, de facto spouse, ▼ children, grandchildren, and ▼ brothers, sisters.
<p>Burning with flames, where what is burning is not intended to be burned. It does not include scorching, melting or charring if that happens without flames.</p>
<p>Any item that is permanently attached or fixed to your home. You would not normally take this type of item with you if you moved home. For example, kitchen cupboards, built-in wardrobes or bathroom fittings such as taps and towel rails.</p>
<p>The complete covering of normally dry land by any water:</p> <ul style="list-style-type: none"> ▼ escaping or released from the normal borders of: <ul style="list-style-type: none"> ▼ any lake or natural watercourse, whether or not altered or modified, or ▼ any reservoir, canal, dam, or stormwater channel, or ▼ that, because of water that has already escaped or been released, cannot enter: <ul style="list-style-type: none"> ▼ any lake or natural watercourse, or ▼ any reservoir, canal, dam or stormwater channel.
<p>Any of the following that are permanently fixed to your home:</p> <ul style="list-style-type: none"> ▼ shower base, ▼ basin or sink, ▼ bath, ▼ toilet or toilet cistern, or ▼ glass.
<p>Telecommunication transmission and receiving equipment, lighting facilities, audio visual amplification and surveillance equipment, and office machines.</p> <p>General electronic equipment does not include diagnostic equipment.</p>
<p>The money paid or payable to you for goods sold, services rendered, or rental received, less the purchase price of stock.</p>

Word
<p>High risk items</p>
<p>Home</p>
<p>Home improvement</p>
<p>House</p>

Meaning
<p>Any of the items listed below that you have not specified:</p> <ul style="list-style-type: none"> (a) any curios, collections of stamps, medals, coins, or other collectables that are sold or issued as part of a set or collection, and (b) any portable musical instrument, and (c) contact lenses, hearing aids, prosthetic or dental aids, and (d) any watches, or pieces of jewellery, gems, and (e) if you live in the home as a tenant, any landlord's fixtures and fittings that you are responsible for under the lease. <p>High risk items does not include bullion.</p>
<p>Your house, and any fixture or home improvement on the premises, including:</p> <ul style="list-style-type: none"> ▼ gates, fences and retaining walls, ▼ in ground pools, saunas or spas, ▼ pergolas and gazebos, ▼ wharves, jetties or pontoons not used for commercial purposes, ▼ outbuildings, ▼ signs, and ▼ glass. <p>Home does not mean:</p> <ul style="list-style-type: none"> ▼ carpet (unless you lease out your home), ▼ pool covers, ▼ hedges, trees, shrubs or plants, ▼ free-standing swimming pools, saunas or spas that can be moved from the premises, ▼ motor vehicles, watercraft or aircraft, or ▼ glass that forms part of your contents (please note that insurance for this is available if you insure your contents with us).
<p>Any permanent addition to or around your home, that adds value to it so that the cost of rebuilding, replacing or repairing your home is increased.</p> <p>For example, a garden shed, carport, fixed swimming pool or fence.</p> <p>Home improvement does not mean trees, shrubs, soil, or any natural bushland.</p>
<p>The main residential building on the premises. It does not mean any:</p> <ul style="list-style-type: none"> ▼ relocatable home, or park home, ▼ mobile home or caravan, or ▼ display home.

Word
Indemnity period
Insured amount or insured amounts
Investigation
Loss or losses
Malicious
Money
Negotiable instrument or negotiable instruments
New residence
Occurrence or occurrences
Open air

Meaning
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 relevant amount(s) specified in the schedule .
Has the meaning set out on page 41 of the policy.
Sudden and unforeseen physical loss(es) but does not mean the insured property is accidentally lost or misplaced.
Malicious means that the person doing the act intends the act to cause damage or destruction.
Current coin, bank or currency notes or negotiable instruments such as but not limited to cheques, stamps, vouchers or tickets, or for which you are legally responsible, but excluding lottery tickets.
A legal document or documents that represents money and that can be legally transferred in title from one person to another. For example, a cheque or money order.
A residential building in Australia that: <ul style="list-style-type: none"> ▼ you have permanently moved to, or ▼ you are in the process of permanently moving to, that is structurally sound, well maintained, fully enclosed by walls and a roof and can be locked up.
An event , including continuous or repeated exposure to substantially the same general conditions which results in personal injury or damage to property neither expected nor intended by anyone insured by the policy.
Any area at the premises that is: <ul style="list-style-type: none"> ▼ not fully enclosed by walls and a roof of a building, and ▼ not able to be locked up.

Word
Outstanding accounts receivable
Period of insurance
Personal injury
Premises
Product or products

Meaning
<p>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:</p> <ul style="list-style-type: none"> ▼ bad debts, ▼ 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 ▼ any abnormal condition of trade which had, or could have had, a material effect on the business.
<p>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.</p>
<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 <p>the effects of:</p> <ul style="list-style-type: none"> ▼ 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. <p>Where the personal injury consists of any latent medical condition, we will consider the personal injury to have happened at the time that the medical condition was first diagnosed.</p>
<p>The premises specified in the schedule.</p>
<p>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 directions, markings, instructions or warnings given or omitted to be given by you in connection with such products.</p>

Word
Professional adviser
Professional fees
Record keeping audit
Return
Reviewable decision
Schedule
Seasonal increase period or seasonal increase periods

Meaning
<ul style="list-style-type: none"> ▼ An accountant who is a member of a nationally recognised accounting body, a registered tax agent or a tax consultant, and ▼ Any other professional person or consultant engaged by or at the recommendation of the accountant with our prior written approval, but does not mean you or any person working for you under a contract of employment.
<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> <ul style="list-style-type: none"> (a) form part of an annual or fixed fee or cost arrangement; or (b) 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 (c) 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.
<p>An audit 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>
<p>Any return legally required to be, and actually lodged with, an Australian Commonwealth, Federal or State government or government authority or agency by you or on your behalf.</p>
<p>Has the same meaning as that in Section 10 of the Superannuation Industry Supervision Act 1993 (SIS).</p>
<p>Your most recent policy schedule. We will give you a schedule when:</p> <ul style="list-style-type: none"> ▼ you first buy a policy from us, ▼ you change any part of any policy or any personal details relevant to it, or ▼ we offer to renew any policy you have with us.
<ul style="list-style-type: none"> ▼ 20 days prior to and including Easter Sunday, ▼ 10 days following Easter Sunday, ▼ 1 December to 29 January the following year (inclusive).

Word
Self-managed Superannuation Fund
Signs
Standard income
Storm
Territorial limits
Trade samples
Unoccupied
Watercraft
Weekly benefit
Weekly income

Meaning
<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), ▼ trustees do not receive remuneration for their services.
<p>Advertising or identification signs made out of glass or electrically illuminated permanently fixed to the home or contained within the premises.</p>
<p>The gross income during that period which corresponds to the indemnity period, in the 12 months before the damage occurred.</p>
<p>Any violent wind, cyclone or tornado, including such events that may occur with rain or snow.</p>
<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.
<p>Samples of your goods carried for the purpose of demonstration.</p>
<p>Unoccupied means either:</p> <ul style="list-style-type: none"> ▼ no-one is using the house as a residence, or ▼ someone is using the house as a residence, but without your consent.
<p>Any craft designed for use on or about water (excluding non motorised craft up to 3.5m in length).</p>
<p>The amount shown in the schedule.</p>
<p>The gross income received by you for each week the business is in operation, during the indemnity period.</p>

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