



**BLUE  
ZEBRA**  
INSURANCE

# BUSINESS INSURANCE

COMBINED PRODUCT DISCLOSURE STATEMENT (PDS)  
AND FINANCIAL SERVICES GUIDE (FSG)

Effective Date: 1<sup>st</sup> January 2022

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## INTRODUCTION

### About this Product Disclosure Statement (PDS)

This Product Disclosure Statement contains the Business Pack Policy terms and conditions. **You** should read it carefully before making a decision to purchase this product.

This PDS will help **you** to:

- Decide whether this product will meet **your** needs; and
- Compare this product with other products **you** may be considering.

The information contained in this PDS is general information only. It is important **you** read **your** policy to ensure **you** have the cover **you** need.

Any terms in this document that are in **bold** are words that have a particular defined meaning. **You** should refer to the 'General Definitions' section of this document and the relevant **cover sections** to obtain the full meaning of such terms.

Headings have been included for ease of reference, but do not form part of the policy.

This Combined Policy Wording and PDS was prepared on **9th November 2021**.

### Important Information if you are insuring a home building

In terms of the Corporations Act 2001 (Cth) **we** are required to provide a PDS if **you** are insuring a home building under the Property Protection section or Crime section of this policy.

A home building means a building that is used or intended to be used primarily as a place of residence and includes a home building that is a commercial premise in which **you** may also live or of which **you** rent a part of the building for residential use. Note that if **you** only use the building for residential purposes, it cannot be insured under this policy.

Note that since the purpose of this policy is to cover certain business related exposures, in the event that **you** are insuring a home building under the sections mentioned above, the cover provided under those sections differs from the prescribed policy for domestic home buildings and contents insurance contained in the Insurance Contracts Regulations.

### Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting **your** intermediary or by contacting **us** using **our** contact details on the back page of this PDS.

Please note that **we** may also choose to issue a new or supplementary PDS in other circumstances.

## IMPORTANT INFORMATION

### About Blue Zebra

Blue Zebra Insurance Pty Ltd (BZI, **we, us** or **our**) ABN 12 622 465 838, Australian Financial Services (AFS) Licence Number 504130, is an insurance underwriting agency and holds an AFS Licence to issue and provide general advice on general insurance products. From 1st January 2022 **BZI** is also authorised to provide claims handling and settling services.

BZI arranges and administers the policy. BZI acts under a binding authority for the **insurer** and not **you**.

### About Youi

The **insurer** is Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.

Youi Pty Ltd is an Australian registered company and is a wholly owned subsidiary of Youi Holdings Pty Ltd, a subsidiary of OUTsurance Insurance Holdings Pty Ltd part of the Rand Merchant Investment Holdings (RMIH) Group.

Youi is a registered general insurance company and is regulated by the Australian Prudential Regulation Authority (APRA) and Australian Securities and Investments Commission (ASIC), a member of the Insurance Council of Australia (ICA) and a signatory to the General Insurance Code of Practice.

Youi's contact details are:

Phone: 13 YOUI (9684)

+61 7 3719 4800

Email: [info@youi.com.au](mailto:info@youi.com.au)

Mail: PO Box 849, Buddina, QLD 4575

### Your duty of disclosure

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

If we ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must tell us anything that **you** know and that a reasonable person in the circumstances would include in answering the questions.

**You** have this duty until **we** agree to insure **you**. **You** have the same duty before **you** renew, extend, vary or reinstate an insurance contract. **You** do not need to tell **us** anything that:

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

### If you do not tell us something

If **you** do not tell us anything **you** are required to tell **us**, **we** may

cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

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

## How to apply for this policy

Throughout this document when **we** are referring to **your** insurance broker or adviser, **we** simply refer to them as **your** intermediary.

If **you** are interested in buying this product or have any inquiries about it, **you** should contact **your** intermediary who should be able to provide **you** with all the information and assistance **you** require.

If **you** are not satisfied with the information provided by **your** intermediary, **you** can contact **us** at the address or telephone number shown on the back cover of this document. However, **we** are only able to provide factual information or general advice about the product.

**We** do not give advice on whether the product is appropriate for **your** personal objectives, needs or financial situation. Therefore, **you** should carefully read this document before deciding whether to purchase this product or not.

## Our contract with you

**You** must pay **us** or your intermediary the agreed premium by the date due, to ensure there is cover under this policy. If **we** accept a claim under this policy, **you** will always need to pay **us** the premium due. **Your** policy is a contract of insurance between **you** and BZI and contains all the details of the cover that **we** provide.

**Your** policy is made up of:

- This PDS, which incorporates the policy wording, tells **you** what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- **Your policy schedule** issued by **us** for the relevant **period of insurance**. The **policy schedule** is a separate document unique to **you**, which shows the insurance details relevant to **you**. It includes any agreed changes, exclusions, terms and conditions made to suit **your** individual circumstances; and
- Any other written change otherwise advised by **us** in writing (such as an **endorsement** or a supplementary PDS). These written changes vary or modify the above documents.

This document is also the PDS for any offer of renewal **we** may make, unless **we** tell **you** otherwise. Please keep **your** policy documents in a safe place.

Unless stated otherwise in the policy, if there is more than one insured on the policy, then anything which any of the insureds says, does or omits to advise to **us**, applies to and affects the rights of all of the insureds.

## Cooling-off Period

After **you** apply for (or renew) a BZI product and **you** have received the PDS, **you** have thirty (30) days to check that the policy meets **your** needs. Within this period **you** may cancel the policy and receive a full

refund of any **premiums** paid (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable), unless:

- **you** have made a claim or become entitled to make a claim under **your** policy; or
- **you** have exercised any right or power **you** have in respect of **your** policy or the policy has ended.

**Your** request needs to be provided to **us** via **your** intermediary or to the address shown on the back cover of this document.

## How we determine your premium

The amount of **your premium** is determined by taking a number of different factors into account.

It is important for **you** to know that the **premium** varies depending on the information **we** receive from **you** about the risk to be covered by **us**. Based on **our** experience and expertise, **we** decide what factors increase **our** risk and how they should impact on the **premium**.

For this product the following are some of the factors that are taken into consideration when determining the appropriate **premium**:

- the nature of the business;
- the location of the insured address;
- your nominated sum insured;
- the excess you have chosen;
- whether you have chosen any optional covers or not;
- § whether you choose to pay your premium annually or by instalments;
- your claims history.

**Your** intermediary can arrange for **you** to be provided with a quote for a **premium**. **You** will need to give relevant personal details to **your** intermediary at this time to enable **us** to calculate **your premium**.

Another important thing to know is that **your premium** also includes amounts that take into account **our** obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Insurance Duty, Goods and Services Tax (GST) and Emergency Services Levy) in relation to **your** policy. These amounts will be set out separately on **your policy schedule** as part of the total **premium** payable.

Also, minimum **premiums** may apply. Any discounts or entitlements may be subject to rounding and only apply to the extent any minimum **premium** is not reached.

**BZI** may also add an agency fee to the **premium** that is charged, and this will be shown on **your policy schedule**. The agency fee will only be refunded when the policy is cancelled within the cooling-off period (see page 4) or where the cancellation is effective from the start of the **period of insurance**.

## Renewal

At least 14 days before the policy expires **we** will provide **you** a notice, offering **our** renewal terms, or explaining the reason for not renewing your policy. If we offer to renew **your policy**, **you** are not obliged to renew the policy with **us**. **We** recommend that **you** check the new amounts to make sure they continue to cover **your** needs.

If your nominated method of paying your premium is by direct debit, and you decide to renew this policy, then **we** will continue to debit **your** nominated bank account or credit card for the remainder of the **period of insurance**. If **you** pay **your premium** annually, **you** must pay the full amount by the due date shown on **your** renewal invitation in order for cover to continue into the renewed **period of insurance**.

This PDS (together with any amendments, updates or endorsements that **we** give **you** in writing) also applies for any offer of renewal **we** make, unless we tell you otherwise or provide you with a new updated PDS.

Your cooling-off period applies on each renewal. See 'Cooling-off Period' for details.

**Each renewal is a separate contract and not an extension of the prior contract.**

## How to pay your premium

There are three ways that **you** can pay **your premium**:

- an annual payment to **your** intermediary;
- if provided, an annual payment directly to **BZI** from **your** credit card or from **your** bank account which can be arranged by **you** or **your** intermediary; or
- if provided, in monthly instalments by automatic deduction from **your** credit card or from **your** bank account which can be arranged by you or **your** intermediary.

**You** must pay **your premium** in the manner set out on **your policy schedule**.

## How to pay your premium via your intermediary

If **you** are paying **your annual premium** via **your** intermediary, **you** must pay them by the due date shown on **your policy schedule**. If **your premium** is unpaid after the due date **we** may be entitled to reduce or refuse to pay a claim or cancel this policy.

## How to pay your annual premium directly to BZI

If **you** are paying **your annual premium** directly to **BZI**, **we** will deduct **your annual premium** from **your** nominated bank account or credit card within three business days after the day the details of the credit card or bank account have been provided to **us**.

If an attempt to deduct **your annual premium** is dishonoured for any reason, **we** will notify **you** and/or **your** intermediary and provide details on:

- any actions required by **you**; and
- when **we** will next attempt to deduct the annual **premium**.

After three unsuccessful attempts to deduct the annual **premium**, **we** may cancel this policy. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and when the cancellation will become effective.

## How to pay your instalment premium

**We** will deduct **your instalment premium** each month from **your** nominated bank account or credit card on the day of the month shown on your **policy schedule** as **your** payment date (or the next business day if **your** payment date falls on a weekend or public holiday in any given month).

When **you** renew **your** policy, we will continue to deduct your instalment premiums for your renewed policy on the same day of the month, unless **you** tell us otherwise.

Further details of **your** instalments are shown on **your policy schedule**.

If any instalment **premium** is dishonoured for any reason, **we** will notify **you** and/or **your** intermediary and provide details on:

- any actions required by **you**; and
- when we will next attempt to deduct that instalment **premium**.

After three unsuccessful attempts to deduct a given instalment **premium**, **we** may cancel this policy. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and the date of cancellation.

In the event that **you** fail to make any of **your** instalment **premium** payments when they are due, **you** may be responsible for any administration or dishonour fees which may be charged by **your** financial institution.

**We** are entitled to deduct any unpaid **premium** instalments from any amount **we** pay under a total loss claim.

We may not pay a claim under this policy if, at the time the claim occurred, any instalment of **premium** has remained unpaid for 14 days or more.

**You** must tell **us** if **your** nominated bank account or credit card details change. To ensure your cover is not affected, **you** must do this no later than 7 days before **your** next instalment is due.

If **your** policy has been included as part of a 'package' of **BZI** policies then the instalment **premiums** for all policies on that package will be combined and one instalment will be collected on each instalment date. The details of the combined instalment schedule for the package will be shown on **your** package schedule which **your** intermediary should provide to **you**.

If an instalment for a package is dishonoured for any reason then the approach detailed above will apply to all policies in that package. In particular, after three unsuccessful attempts to deduct a given instalment **premium** for a package, **we** may cancel all policies in the package. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and the date of cancellation.

## Cancellation

**You** may cancel **your** policy at any time after the cooling-off period. **We** will refund to **you** a proportion of the **premium** for the unexpired **period of insurance** (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable), provided that the cancellation date does not fall during the period of time referred to in the 'Cooling-off Period' section.

Any agency fee that has been added to the **premium** will only be refunded if the policy is cancelled within the cooling-off period or where the cancellation is effective from the start of the **period of insurance**.

**We** may cancel this policy by notice in writing for any reason available to **us** at law. **We** will refund to **you** a proportion of the **premium** for the unexpired **period of insurance** (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable).

## About making a claim

### How to make a claim

If **you** need to make a claim under this policy, please contact **your** intermediary to assist **you** in lodging the claim with **us**.

Alternatively, if it is an emergency outside business hours or **you** would like to lodge the claim with **us** directly, please use one of the following methods to do so:

- phone **us** on 1300 253 692 or +61 2 9301 8018 (if dialling from overseas); or
- register **your** claim online at [www.bzi.com.au/newclaim](http://www.bzi.com.au/newclaim) and **our** claims staff will contact **you**.

### What you must do

As soon as **you** are aware of any circumstances that are likely to result in a claim that would be covered under this policy, **you** must:

- take any reasonable steps to reduce further damage and avoid any further loss (for example, turn off the water supply if there is a cold waterpipe leak);
- promptly inform the police if property is lost, stolen or subject to **malicious damage** or vandalism; and/or
- unless clearly impracticable, keep any damaged property for which **you** intend to make a claim (so that **we** may inspect it).

**You** or the claimant under this **policy** must reasonably assist **us** with managing the claim. This includes providing **us** with the information, co-operation and assistance that **we** reasonably require. That may include attending one or more interviews at our reasonable direction;

If **you** or the claimant under this policy fail to reasonably assist **us** with the claim, **we** may reduce or refuse to pay it.

### What you must not do

If **you** believe that **you** are likely to make a claim that would be covered under this policy, **you** must not:

- carry out any repairs without **our** authority, except in the case of an emergency where **you** are required to prevent further loss or damage to **your buildings** and/or **contents** as a result of that emergency, in which case **we** give **you** the authority to arrange reasonable emergency repairs on **our** behalf;
- admit responsibility for any injury, loss, damage or destruction, if another person or their property is involved;
- make any false statements in connection with **your** policy or any claim **you** make;
- negotiate a reduced settlement with another person for loss or damage they have caused.

If **you** do not follow these steps, **we** can reduce any claim by an amount that fairly represents the extent to which **our** interests have been prejudiced.

### After your claim is accepted

After **we** have paid a claim under **your** policy, either in total or in part, **we** have the right to take over any legal right of recovery which **you** or a claimant under this **policy** have. If **we** do this, it will be for **our** benefit and at **our** expense (if you have been fully reimbursed). **You** or **they** must provide **us** with reasonable co-operation. For example, **you** or **they** must not limit or restrict **your** rights of recovery against any third party without **our** prior written consent.

**We** have the right to keep any damaged property **we** have paid for under **your** policy, including any proceeds if the items are sold.

If **we** recover more than the amount **we** paid **you** or the claimant under this policy, **we** will pay **you** or them the balance after deducting any expenses incurred by **us** in undertaking the recovery.

If any person compensates **you** or them for the insured damage of any property for which **we** have paid a claim, **you** or they must reimburse **us** for that payment. **You** or they must do this promptly after the compensation payment is made.

### Excesses

For each of the available covers, an **excess** may apply. An **excess** is not an additional fee charged by **us** at the time of making a claim. Rather, it is the uninsured first portion of a loss for which **you** are otherwise covered for under the policy's terms. Depending on the type of claim **you** make, and how we settle it, **you** may need to pay us the relevant **excess** amount towards **your** claim.

Details of the **excess** amounts and circumstances in which they will be applied are set out in the definition of **Excess** and the relevant section of this PDS that explains the cover **we** provide.

If an **excess** applies to **your** claim, **you** will need to pay it to **us** when **we** request it, and no later than when **we** are finalising the processing of **your** claim.

The amount of any **excess** **you** will be required to pay will appear on **your** policy schedule.

## Goods and Services Tax

Where **you** are registered as a **business** and have an Australian Business Number, **you** must advise **us** of **your** correct input tax credit percentage each time that **you** make a claim under this policy.

**We** will not indemnify **you** for any GST liability, fines or penalties that arise from or are attributable to **your** failure to notify **us** of **your** entitlement (or correct entitlement) to an input tax credit on the **premium**.

The sum insured values that you choose should exclude GST and all dollar amounts in this PDS are exclusive of GST unless stated otherwise.

In the event of a claim, if **you** are not registered for GST, **we** will reimburse **you** the GST component, in addition to the amount **we** pay **you**. If **you** are registered for GST the amount that **we** are liable to pay under this policy will be reduced by the amount of any input tax credit that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

If **you** are unsure about the taxation implications of this policy, **you** should seek advice from **your** accountant or tax professional.

## Privacy

### How BZI manages your personal information

BZI complies with Australian privacy law, including the Privacy Act 1988 (Cth).

### How we collect your details

**We** collect personal or sensitive information, about **you** (**your** **details**) directly from **you** or **your** intermediary. **We** may also collect it from other third parties such as **our** agents and service providers, other insurers and insurance reference bureaus, people who are involved in a claim or assist **us** in investigating or processing claims, including third parties claiming under **your** policy, witnesses and medical practitioners, third parties who may be arranging insurance cover for a group that **you** are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Before giving **us** personal information about another person, please make them aware of this privacy notice or refer that person to **our** Privacy Policy which is referred to below.

### Why we collect, use and disclose your details

**We** collect, disclose and handle information, and in some cases personal or sensitive information, about **you** (**your** **details**) to assess applications, administer policies, contact **you**, enhance **our** products and services and manage claims (**purposes**). If **you** do not provide

**your** information, **we** may not be able to provide **you** with **our** services or do those things listed above. By providing **us**, **our** representatives or **your** intermediary with **your** **details**, **you** consent to **us** using, disclosing to third parties and collecting from third parties **your** details for the **purposes**.

Laws authorising or requiring **us** to collect information include the Insurance Contracts Act 1984, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

### Who we may disclose your details to (including overseas disclosure)

**We** may disclose **your** **details** for the **purposes** noted above to relevant third parties including **your** intermediary, affiliates of BZI, Youi, other insurers and reinsurers, **our** service providers, **our** business partners, health practitioners, **your** employer, parties affected by claims, people investigating or assisting **us** in claims, government bodies, regulators, law enforcement bodies and as required by law, within **Australia** and overseas.

BZI's Privacy Policy, available at [www.bzi.com.au](http://www.bzi.com.au), provides further information and lists service providers, business partners and countries in which recipients of **your** details are likely to be located. It also sets out how **we** handle privacy complaints and how **you** can access or correct **your** details or make a complaint.

### How Youi manages your personal information

Your privacy and the security of your personal information is extremely important to Youi. Youi is committed to protecting the privacy of your personal information and handling it in a responsible manner in accordance with Australian privacy law, including the Privacy Act 1988 (Cth).

Youi collects personal information when you deal with them, their agents and other companies in their business group, as well as suppliers that act on Youi's behalf. Youi uses your personal information so that it can do business with you. That includes issuing and administering Youi's products and services and claims.

Youi may send your personal information overseas. The locations they send it to can vary but include New Zealand and South Africa. For more detail about how Youi handles your personal information, read Youi's Privacy Policy at [youi.com.au](http://youi.com.au) or call Youi on 13 YOUI (9684) for a free copy. It's up to you whether you provide your personal information to Youi, but if you don't Youi might not be able to do business with you, and that could include paying a claim.

## Complaints

If **you** have a complaint about this product or about a service **you** have received from **us**, please contact **your** intermediary to initiate the complaint with **us**. If **you** are unable to contact **your** intermediary, **you** can contact **us** directly on 1300 171 531 or via [compliance.manager@bzi.com.au](mailto:compliance.manager@bzi.com.au).

**We** will respond to **your** complaint within 15 working days. If **you** are not satisfied with **our** response, **you** may have the matter reviewed through **our** internal dispute resolution process, which is free of

charge. **We** will provide **you** with the outcome of the dispute resolution process within 30 calendar days after receiving the complaint.

If **you** are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, **you** may refer the matter to the Australian Financial Complaints Authority (**AFCA**). **AFCA** provides a fair and independent financial services complaint resolution that is free to **you**, for matters falling within AFCA's Rules.

Their contact details are:

Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Freecall: 1800 931 678  
In writing to: The Australian Financial Complaints Authority, GPO  
Box 3, Melbourne, Victoria 3001

### *General Insurance Code of Practice*

The **insurer** is a signatory to the General Insurance Code of Practice ('**Code**') and BZI also proudly supports the **Code**.

The **Code**, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The **Code** covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship, to the process for those who wish to make a complaint.

A copy of the General Insurance Code of Practice can be found at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### *Financial claims schemes*

The **insurer** of this policy, Youi, is an insurance company authorised under the *Insurance Act 1973* (Cth) to carry on general insurance business in **Australia**. As such, they are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (**APRA**).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme (**FCS**) which is administered by **APRA**.

The **FCS** may apply in the unlikely event that a general insurance company becomes insolvent. If the **FCS** applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the **FCS**. Access to the **FCS** is subject to eligibility criteria.

Further information about the **FCS** can be obtained at [www.fcs.gov.au](http://www.fcs.gov.au).

### *Confirmation of transactions*

If **you** need to clarify any of the information contained in this PDS, wish to confirm a transaction or **you** have any other queries regarding **your** policy or **your** claim, **your** first point of contact is **your** intermediary. However, if **you** would also like to contact **us** directly, please use the contact details on the back cover.



# BUSINESS LIABILITY

## What you are covered for

When **you** purchase this cover and pay or agree to pay **us** the premium for it, **we** will pay all sums that the **insured entities** shall become legally liable to pay compensation in respect of:

1. personal injury and property damage happening during the period of insurance within the territorial limits as a result of an occurrence in connection with your business or products; and
2. **advertising liability** caused by an **advertisement** first published during the **period of insurance** within the **territorial limits** as a result of an **occurrence** in connection with **your products** or services.

## Limit of Liability

The most **we** will pay as compensation as a result of an **occurrence** shall not exceed the **limit of liability** shown in the **schedule** for 'Public liability' or 'Advertising Liability'. That limit of liability is inclusive of GST.

The most **we** will pay during any one **period of insurance** as compensation in respect of or in any way related to **your products** shall not exceed the **limit of liability** shown in the **schedule** for 'Products Liability'.

## Defence Costs and Additional Payments

In addition to the **limit of liability** shown in the **schedule**, **we** will pay the following 'Defence Costs and Additional Payments':

1. reasonable legal costs and expenses incurred by the **insured entities** with **our** written consent in the defence of any claim;
2. the costs of representation at any coronial hearing or other official coronial investigation costs;
3. premiums payable for:
  - a. bonds to release attachments for amounts not exceeding the applicable **limit of liability**, but **we** shall have no obligation to apply for or furnish any such bond;
  - b. appeal bonds and/or security for costs required in any suit, but **we** shall have no obligation to apply for or furnish such bonds and/or security for costs;
4. interest accruing after entry of judgment against the **insured entities** until **we** have paid, tendered or deposited that part of the judgment within the **limit of liability**;
5. expenses incurred by the **insured entities** for first aid to others (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973 or equivalent law, as amended from time to time);
6. reasonable expenses incurred by the **insured entities** for the temporary repair or shoring up or preservation of property which has been damaged, resulting from an **occurrence** which is covered by this **cover section**, provided that:
  - a. in the event of a claim covered by this **cover section** being made against an **insured entity** in any Court or before any other legally instituted body in **North America**, the **limit of liability** shall apply to such claim inclusive of all 'Defence Costs and Additional Payments';
  - b. **we** shall not be obligated to pay any compensation or 'Defence Costs and Additional Payments', or judgment or to defend any suit after **our limit of liability** has been exhausted by payment of claims, judgments and/or settlements; and
  - c. if a payment exceeding the **limit of liability** has to be made to dispose of a claim, **our** liability to pay any 'Defence Costs and Additional Payments' shall be limited to that proportion of those amounts as the **limit of liability** bears to the amount paid to dispose of the claim.

## Extensions of Cover

We will also provide the following Extensions of Cover. Any amounts payable under these Extensions of Cover are included within the **limit of liability** for this **cover section**, unless stated otherwise.

All **personal injury, property damage** and **advertising liability** that is covered by these Extensions of Cover must occur during the **period of insurance** within the **territorial limits** as a result of an **occurrence** in connection with **your business** or **products**.

Extension of Cover:	Exclusions and restrictions that apply:
<p><b>1. Acquisitions</b></p> <p>In addition to indemnifying the <b>insured entities</b>, we also agree to indemnify any of <b>your</b> newly formed subsidiary companies or other legal entities purchased by <b>you</b> during the <b>period of insurance</b> to the extent of cover provided under this <b>cover section</b>.</p>	<p><b>We</b> will not be liable for any subsidiary or new entity unless:</p> <ol style="list-style-type: none"> <li>it is notified to <b>us</b> within thirty (30) days of the incorporation date or date of purchase;</li> <li>the newly incorporated company or entity conducts the same type of <b>business as your business</b>; and</li> <li>the newly incorporated company or entity is incorporated in <b>Australia</b>.</li> </ol>
<p><b>2. Construction, renovations, alterations and additions</b></p> <p><b>We</b> agree to indemnify the <b>insured entities</b> in respect of legal liability to pay compensation for <b>personal injury</b> and <b>property damage</b> happening during the <b>period of insurance</b> within the <b>territorial limits</b> as a result of an <b>occurrence</b> in connection with the construction, erection, demolition, alteration or addition of or to <b>buildings</b> or plant owned by <b>you</b>.</p>	<p><b>We</b> will not be liable for <b>personal injury</b> or <b>property damage</b> arising from construction, erection, demolition, alteration or addition of or to <b>buildings</b> owned by <b>you</b> where the value of such work exceeds a sum of \$500,000 in cost.</p>
<p><b>3. Contractual liability</b></p> <p><b>We</b> agree to indemnify the <b>insured entities</b> in respect of legal liability to pay compensation for <b>personal injury, property damage</b> or <b>advertising liability</b> for:</p> <ol style="list-style-type: none"> <li>liabilities assumed by <b>you</b> under a written contract for the lease or hire of real or personal property, which does not require <b>you</b> as the lessee or hirer to insure the property itself;</li> <li>liabilities which would have been implied by law in the absence of a contract;</li> <li>liabilities assumed by <b>you</b> under <b>incidental contracts</b>;</li> <li>terms regarding merchantability, quality, fitness or care of <b>your</b> product which are implied by law; and</li> <li>liabilities assumed by <b>you</b> under a contract specifically designated in the <b>schedule</b> or in any endorsement to this policy.</li> </ol> <p>In this Extension of Cover, an <b>incidental contract</b> means a contract that <b>you</b> enter into that is incidental to <b>your</b> main business activities.</p>	<p><b>We</b> will not be liable under this Extension of Cover for any risk or contractual liability, not specifically covered in the adjacent 'We agree to indemnify...' insuring clauses.</p>
<p><b>4. Cover for principals</b></p> <p>In addition to indemnifying the <b>insured entities</b>, we also agree to indemnify any principal, but only:</p> <ol style="list-style-type: none"> <li>for their liability for <b>personal injury, property damage</b> or <b>advertising liability</b> that is directly caused by <b>your</b> performance of the work for that principal;</li> <li>to the extent of cover required by the contract or agreement between <b>you</b> and the principal; and</li> <li>to the extent that <b>we</b> would cover <b>you</b> under this <b>cover section</b> for <b>your</b> liability to that principal had the principal made a claim against <b>you</b> in respect of the circumstances giving rise to the principal's liability.</li> </ol>	<p><b>We</b> will not be liable to indemnify any principal for legal liability:</p> <ol style="list-style-type: none"> <li>which arises out of or is connected with the principal's own negligent acts, errors or omissions;</li> <li>which arises independently of <b>your</b> performance of any contract or agreement between <b>you</b> and the principal; or</li> <li>which arises from an <b>occurrence</b> in respect of which <b>you</b> or the principal are entitled to be indemnified pursuant to an insurance policy which provides workers compensation insurance or any other policy or scheme which provides cover against liability for injuries to workers or <b>employees</b>.</li> </ol> <p><b>We</b> will not pay more than:</p> <ol style="list-style-type: none"> <li>the minimum amount of liability insurance cover required by the contract to perform the work; or</li> <li>the limit of liability;</li> </ol> <p>whichever is less.</p>

<p><b>5. Loss of use following destruction of your product</b></p> <p><b>We</b> will indemnify the <b>insured entities</b> for legal liability to pay compensation in respect of cover for loss of use to tangible property which has not been physically damaged, lost or destroyed, where such loss of use is a result of sudden and accidental physical injury to or destruction of the <b>products</b>, after such <b>products</b> have been put to use by any person or organisation other than <b>you</b>.</p>	
<p><b>6. Professional liability</b></p> <p><b>We</b> will indemnify the <b>insured entities</b> in respect of legal liability to pay compensation for <b>personal injury</b> or <b>property damage</b> arising from the provision of, or failure to provide professional advice or service by an <b>insured entity</b> or any error or omission connected therewith where:</p> <ul style="list-style-type: none"> <li>a. such professional advice or service is given not for a fee;</li> <li>b. such professional advice or service is professional medical advice by <b>medical persons</b> employed by you to provide first aid or medical services on <b>your</b> premises; or</li> <li>c. such advice is given in respect of the use or storage of <b>your products</b>.</li> </ul>	
<p><b>7. Property in your care, custody or control</b></p> <p><b>We</b> will indemnify the <b>insured entities</b> in respect of legal liability to pay compensation for <b>property damage</b> to:</p> <ul style="list-style-type: none"> <li>a. premises leased or rented to <b>you</b>;</li> <li>b. personal effects of <b>your</b> directors, <b>employees</b> and visitors, while at your <b>premises</b> or at another location where <b>you</b> conduct business;</li> <li>c. premises (and their <b>contents</b>) where the premises are temporarily occupied by an <b>insured entity</b> to carry out work;</li> <li>d. any <b>vehicle</b> (including its <b>contents</b>, spare parts and accessories while they are in or on such <b>vehicle</b>) in a carpark; or</li> <li>e. other property, not owned by <b>you</b>, but in <b>your</b> physical or legal control.</li> </ul>	<p><b>We</b> will not be liable for:</p> <ul style="list-style-type: none"> <li>a. <b>property damage</b> to premises leased or rented to <b>you</b> where <b>you</b> contractually assume the responsibility to insure the premises; or</li> <li>b. property damage to vehicles: <ul style="list-style-type: none"> <li>i. which are owned or operated by <b>you</b>; or</li> <li>ii. which are in a carpark owned or operated by <b>you</b> for reward.</li> </ul> </li> </ul> <p>In respect of Extension of Cover 7(e) <b>we</b> will not pay more than \$250,000 for any one <b>occurrence</b> and in the aggregate during any one <b>period of insurance</b>.</p>
<p><b>8. Sudden and accidental pollution</b></p> <p><b>We</b> will indemnify the insured entities in respect of legal liability to pay compensation for:</p> <ul style="list-style-type: none"> <li>a. <b>property damage</b> and <b>personal injury</b> arising out of the discharge, seepage, migration, dispersal, release or escape of <b>pollutants</b> into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);</li> <li>b. <b>property damage</b> and <b>personal injury</b> arising out of the discharge, seepage, migration, dispersal, release or escape of <b>pollutants</b> caused by any <b>product</b> that has been discarded, dumped, abandoned or thrown away by others; or</li> <li>c. the cost of removing, nullifying or cleaning up <b>pollutants</b> which have caused <b>property damage</b> or <b>personal injury</b>;</li> </ul> <p>where the claim arises from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place outside of <b>North America</b>, however, the total aggregate <b>limit of liability</b> during any one <b>period of insurance</b> shall not exceed the <b>limit of liability</b>.</p>	
<p><b>9. Vehicles</b></p> <p><b>We</b> will indemnify the <b>insured entities</b> in respect of legal liability to pay compensation for:</p> <ul style="list-style-type: none"> <li>a. <b>personal injury</b> arising out of the ownership, possession or use by any <b>insured entities</b> of any <b>vehicle</b> where compulsory liability insurance or statutory indemnity does not provide indemnity if the reason or reasons why that compulsory liability insurance or statutory indemnity does not</li> </ul>	

<p>provide indemnity does not involve a breach by <b>you</b> of legislation relating to <b>vehicles</b>;</p> <p>b. <b>personal injury</b> or <b>property damage</b> arising out of and during the loading or unloading of goods to or from any <b>vehicle</b>;</p>	
<p>c. <b>personal injury</b> or <b>property damage</b> caused by or arising from the operation or use of any <b>vehicle</b> which is designed primarily for lifting, lowering, loading or unloading, while being operated or used by <b>you</b> or on <b>your</b> behalf within the confines of <b>your</b> premises;</p> <p>d. <b>personal injury</b> or <b>property damage</b> arising from the use or operation of any <b>tool of trade</b> other than whilst in transit or whilst being used for transport or haulage;</p> <p>e. <b>property damage</b> arising out of the movement by <b>you</b> or by any <b>employees of yours</b> of any <b>vehicle</b> or trailer not belonging to <b>you</b> which is interfering with access to or from <b>your</b> premises or any site where <b>you</b> are carrying out work; or</p> <p>f. <b>property damage</b> caused by or arising out of the movement of any <b>vehicle</b> (which is required to be conditionally registered in accordance with the law of any State or Territory in <b>Australia</b>) in the event of <b>your</b> inadvertent and unintentional failure to effect conditional registration.</p>	
<p><b>10. Watercraft and hovercraft</b></p> <p><b>We</b> will indemnify the <b>insured entities</b> for legal liability to pay compensation for <b>personal injury</b> or <b>property damage</b> caused by or arising out of or in connection with:</p> <p>a. the operation, ownership, possession or use by <b>you</b> of any <b>watercraft</b> or <b>hovercraft</b> under ten (10) metres in length;</p> <p>b. the operation, ownership, possession or use by <b>you</b> of any <b>watercraft</b> or <b>hovercraft</b> exceeding ten (10) metres in length;</p> <p>i. where <b>watercraft</b> are used in operations carried out by any independent contractors for whose conduct <b>you</b> may be held liable;</p> <p>ii. if <b>watercraft</b> or <b>hovercraft</b> are owned and operated by others and used by <b>you</b> for <b>business</b> entertainment.</p>	

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **general terms and conditions**.

## What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), we will not cover you for legal liability arising directly or indirectly out of, or caused by, or connected with:

### 1. Advertising liability

- a. **advertising liability** where statements made at the direction of an **insured entity** with the knowledge of the illegality or falsity thereof; or
- b. **advertising liability** committed or alleged to have been committed by any **insured entities** whose **business** is advertising, broadcasting, publishing or telecasting.

### 2. Aircraft

**personal injury** or **property damage** caused by or arising directly or indirectly out of or in connection with:

- a. the ownership, maintenance, operation, possession, or use by **you** of any **aircraft** or any property used for the purpose of an airport or any **aircraft** landing strip; or
- b. any of **your products** that any **insured entity** knew or had reasonable cause to believe would be, or are, installed as a critical part or become a component part of the hull, machinery or instruments used for navigation or maintaining an **aircraft** or **hovercraft** or any other aerial device in flight or in movement upon the ground.

### 3. Asbestos

- a. **personal injury** arising directly or indirectly out of, or in any way connected with the inhalation of, ingestion of or fears of the

consequences of exposure to asbestos in whatever form or quantity;

- b. diminution in value or loss of use of any property arising directly or indirectly out of, or in any way connected with asbestos in whatever form or quantity; or
- c. costs, expenses, loss or losses (including legal costs and expenses) arising directly or indirectly out of, or in any way connected with investigating, testing, monitoring, containing, removing, nullifying, cleaning up, transportation, storage, disposal of asbestos or the cost of preventing the release or escape of asbestos in whatever form or quantity.

#### 4. Contractual liability

any liability or obligation assumed by an **insured entity** under any agreement or contract, except for as provided by Extension of Cover 3 'Contractual liability'.

#### 5. Damage to products

**property damage** to products if the damage is attributed to any defect in them or to their harmful nature or unsuitability. For the avoidance of doubt this exclusion is restricted to the defective or harmful or unsuitable part of a damaged **product** and does not apply to any resultant damage caused to the remainder of the **product**.

#### 6. Defamation

the publication or utterance of a defamation:

- a. made prior to the commencement of the **period of insurance**;
- b. made by an **insured entity** at **your** direction or with **your** authority with knowledge of its falsity; or
- c. related to advertising, broadcasting, publishing or telecasting activities, conducted by **you** or on **your** behalf, except where cover is provided by **us** as **advertising liability**.

#### 7. Employer's liability

- a. **personal injury** to any of the **insured entities' employees** arising out of or in the course of their employment in **your business**, where any **insured entities**:
  - i. are indemnified or entitled to indemnity (in whole or in part) under a policy of insurance or self insurance arranged in accordance with any workers' compensation legislation, **accident** compensation legislation or under similar legislation;
  - ii. would have been indemnified or entitled to indemnity (in whole or in part) had any **insured entities** arranged a policy of insurance as required by any workers' compensation legislation, **accident** compensation legislation or under similar legislation;
- b. **personal injury** arising out of the wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, humiliation, harassment or discrimination in respect of any employment or prospective employment by **you**; or
- c. imposed by the provisions of any workers' compensation legislation or **accident** compensation legislation or any industrial award, agreement or determination.

#### 8. Faulty workmanship

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

#### 9. Information technology hazards

- a. damage to **electronic data** or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - i. the use of any computer, hardware or software;
  - ii. the provision of computer or telecommunication services by **you** or on **your** behalf;
  - iii. the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any malicious or damaging code, computer virus, worm, logic bomb, or trojan horse;
- b. any liability arising out of **your internet operations** except for:
  - i. **personal injury, property damage** or **advertising liability** arising out of any material on **your** website or that you otherwise maintain online, which has been produced in print by the manufacturer related to any of **your products**, included but not limited to product use and safety instructions or warning; or
  - ii. for liability which arises irrespective of **your** use of **your internet operations**.

#### 10. Intentional conduct

any fraudulent, dishonest, malicious, intentional or criminal act or omission of an **insured entity**. But this exclusion will not apply where we have reviewed the claim and are reasonably satisfied that a particular person covered by this policy, who has a financial interest in the insured property, in respect of the claimed incident:

- was a victim of domestic violence, coercion or a vulnerable person; and
- did not contribute to, assist, facilitate or cause it.

If so, and the incident otherwise meets the terms of this policy, we will settle the claim for that particular person, but only to the extent of their financial interest in the insured property or legal liability.

#### 11. Loss of use

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

- a. a delay in or lack of performance by or on behalf of an **insured entity** in relation to any contract or agreement; or
- b. the failure of the **products** to meet the level of performance, quality, fitness or durability expressly or implied, warranted or represented by an **insured entity**;

except for as provided by Extension of Cover 5. 'Loss of use following destruction of your product'.

#### 12. Pollution

any liability for:

- a. loss, damage, costs or expense, injury, illness or liability directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **pollutants** into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- b. loss, damage, costs or expense, injury, illness or liability directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **pollutants**, caused by any **product** that has been discarded, dumped, abandoned or thrown away by others;
- c. the cost of removing, nullifying or cleaning up **pollutants**; or
- d. the cost of preventing the escape of **pollutants**;

except for as provided by Extension of Cover 8. 'Sudden and accidental pollution'.

#### 13. Products guarantee

any **product** warranty or guarantee given by an **insured entity** or on behalf of an **insured entity** above such warranty or guarantee that is a requirement of any federal, state or territory legislation as to product safety.

#### 14. Professional liability

the provision of or failure to provide professional advice or service provided by an **insured entity** or any error or omission connected therewith except for as provided by Extension of Cover 6. 'Professional liability'.

#### 15. Property in physical or legal control

**property damage** to property owned by or in the physical or legal control of an **insured entity** except for as provided by Extension of Cover 7 'Property in **your** care, custody or control'.

#### 16. Recall of products

any claims arising out of or resulting from any loss, cost or expense incurred by **you** for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your products** or of any property of which they form a part, if such **products** or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

#### 17. Underground work

**property damage** to underground services including, but not limited to, water, gas, sewerage or fuel pipes, electric or telephone cables, optic or telecommunication wires or cables, unless prior to the start of such works the **insured entity** obtains advice from the relevant authority as to the physical location of such services and takes all precautions to avoid such services.

#### 18. Vehicles

**personal injury** or property damage arising out of the ownership, possession or use by any **insured entities** of any **vehicle**:

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

except for as provided by Extension of Cover 9. 'Vehicles'.

**19. Watercraft, aircraft, hovercraft**

**personal injury or property damage** caused by or arising directly or indirectly out of or in connection with the operation, ownership, possession or use by **you** of any **watercraft** or **hovercraft**, except for as provided by Extension of Cover 10. 'Watercraft and hovercraft'.

## Special Conditions

### 1. Cross liability

This insurance extends to indemnify:

- a. each of the parties comprising the **insured entity**; and
- b. each of the Insureds hereunder;

separately in the same manner and to a like extent as though policies had been issued in their separate names.

In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in Special Conditions 1.(a) and 1.(b) in respect of claims made by any other of such parties.

Provided always that:

- a. each of such parties shall be separately subject to the terms, conditions, exclusions and definitions of the policy in the same manner and to a like extent as though separate policies had been issued; and
- b. in no case shall the amount payable by us in respect of any one claim or series of claims arising out of any one occurrence or in the aggregate, as the case may be, exceed the applicable limit of liability as specified in the **policy schedule**.

### 2. Excess

The **excess** is the amount **you** first bear in relation to each **occurrence**. The **excess** applies to all amounts payable under this **cover section** including the indemnity provided under 'Defence Costs and Additional Payments'. Where more than one **excess** applies to an **occurrence** under this **cover section**, **you** will bear the higher amount. See 'Excesses' in the 'Important information' section of this PDS for more information about excesses.

## Definitions

The following definitions shall apply to the terms used in this cover section.

Term	Definition
<b>Advertisement</b>	<b>Advertisement</b> means promotion of capabilities, services or <b>products</b> through advertising brochures, pamphlets and other fliers, email, billboards and other outdoor advertising, broadcast or telecast advertisements, direct mail advertising, display units, the internet, social media, magazine and other print publication advertisements, merchandising, radio, cinema and trade exhibits.
<b>Advertising liability</b>	<b>Advertising liability</b> means any unintentional: <ul style="list-style-type: none"> <li>a. breach of the misleading or deceptive conduct provisions of any Australian consumer protection legislation;</li> <li>b. infringement of copyright or passing off of a title or slogan;</li> <li>c. unfair competition or piracy;</li> <li>d. stealing or misappropriation of ideas or designs; or</li> <li>e. invasion of privacy;</li> </ul> committed or alleged to have been committed in any <b>advertisement</b> conducted by or on behalf of <b>you</b> , in the course of advertising <b>your products</b> and services, but does not include: <ul style="list-style-type: none"> <li>f. breach of contract, other than stealing or misappropriation of advertising ideas or designs contrary to an implied contract;</li> </ul>

Term	Definition
	<ul style="list-style-type: none"> <li>g. infringement or passing off of a trademark, service mark or trade name on any <b>products</b> or services in any <b>advertisement</b>. This does not apply to infringement of titles or slogans;</li> <li>h. incorrect description of the price of <b>products</b>, goods or services; or</li> <li>i. failure of <b>products</b>, goods or services to conform with advertised performance, quality, fitness or durability.</li> </ul>
<b>Aircraft</b>	<b>Aircraft</b> means any vessel, craft or object made or intended to fly or move through the atmosphere or space including drones, but does not include any model aircraft or tethered inflatable balloons used for advertising or promotional purposes.
<b>Business</b>	For the purpose of this <b>cover section</b> only, <b>business</b> means <b>your</b> business, occupation, trade or profession shown in the <b>schedule</b> and any incidental activities including: <ul style="list-style-type: none"> <li>a. occupancy or ownership of any premises;</li> <li>b. attendance or participation at exhibitions or conferences;</li> <li>c. the provision or management of canteens, social, sports or welfare organisations, primarily for the benefit of <b>your employees</b>, first aid, fire and ambulance services;</li> <li>d. private work undertaken by any <b>employee of yours</b>, for any of <b>your</b> directors or senior executives;</li> <li>e. conducted tours of <b>your</b> premises for no reward;</li> <li>f. the erection, use or maintenance by <b>you</b> or on <b>your</b> behalf, of advertising and directional signs, their frames, supports and appurtenances; or</li> <li>g. hire or loan of plant, equipment or goods to other parties.</li> </ul>
<b>Employee</b>	<b>Employee</b> means any person employed by the <b>insured entities</b> or deemed to be employed by the <b>insured entities</b> pursuant to any law relating to compensation for <b>personal injury</b> to those deemed to be employed.
<b>Hovercraft</b>	<b>Hovercraft</b> means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.
<b>Insured entity</b>	<b>Insured entity</b> means <b>you</b> and the following parties: <ul style="list-style-type: none"> <li>a. any of <b>your</b> directors, executive officers, <b>employees</b> or voluntary unpaid workers, partners and shareholders but only whilst acting within the scope of their duties in such capacity;</li> <li>b. any office bearer or member of the canteen, social, or sports organisations for <b>your employees</b> and internal first aid given by <b>your medical persons</b>, fire or ambulance services formed with <b>your</b> consent, but only whilst acting within the scope of their activities in such capacity;</li> <li>c. any of <b>your</b> directors or senior executives in respect of private work undertaken by <b>your employees</b> for such director or senior executive, but only after they have obtained <b>your</b> prior consent to this private work to be undertaken;</li> <li>d. any <b>employee</b> superannuation fund or pension scheme managed by <b>you</b> or on <b>your</b> behalf and the trustees and the directors of the trustee of any such <b>employee</b> superannuation fund or pension scheme which is not administered by corporate fund managers; or</li> <li>e. the estates, legal representatives, heirs or assigns of: <ul style="list-style-type: none"> <li>i. any deceased or insolvent persons; or</li> <li>ii. persons who are unable to manage their own affairs by reason of mental disorder or incapacity;</li> </ul> </li> </ul> <p>who would otherwise be indemnified by this policy, but only in respect of liability incurred by such persons as described in clauses (a) to (d) above.</p>
<b>Internet operations</b>	Internet operations means: <ul style="list-style-type: none"> <li>a. transfer of <b>electronic data</b> or programmes by use of electronic mail systems by <b>you</b> or <b>your employees</b> whether or not <b>electronic data</b> or programmes contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse;</li> <li>b. access through <b>your</b> network to the world wide web or a public internet site by <b>you</b> or <b>your employees</b>;</li> <li>c. access to <b>your</b> intranet (meaning internal company information and computing resources) which is made available through the world wide web for <b>your</b> customers or others outside <b>your</b> organisation; and</li> <li>d. the operation and maintenance of <b>your</b> web site.</li> </ul> <p>For the purposes of this definition only, <b>employee</b> includes part-time and temporary staff, contractors and others within <b>your</b></p>



Term	Definition
	organisation.
<b>Limit of liability</b>	<b>Limit of liability</b> means the amount shown in the <b>schedule</b> and stated as such.
<b>Medical persons</b>	<b>Medical persons</b> means legally qualified medical practitioners, legally qualified registered nurses and qualified dental practitioners.
<b>Occurrence</b>	<p><b>Occurrence</b> means an event or series of events including continuous or repeated exposure to substantially the same general conditions which results, unexpectedly and unintentionally from <b>your</b> standpoint, in <b>personal injury</b> or <b>property damage</b> or <b>advertising liability</b>. All <b>personal injury</b> or <b>property damage</b> happening during the <b>period of insurance</b> attributable to one source or to a common cause or to the same general conditions, shall be deemed to be one <b>occurrence</b>.</p> <p>With respect to <b>advertising liability</b>, all damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants, shall be deemed to arise out of one <b>occurrence</b>.</p>
<b>Personal injury</b>	<p><b>Personal injury</b> means:</p> <ol style="list-style-type: none"> <li>a. bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of consortium;</li> <li>b. false arrest, false detention, wrongful imprisonment, malicious prosecution or malicious humiliation;</li> <li>c. discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by <b>you</b> or at <b>your</b> direction;</li> <li>d. wrongful entry or wrongful eviction or other invasion of privacy;</li> <li>e. defamation except when such publication or utterance is made in the course of or is related to advertising broadcasting, telecasting or publishing activities conducted by <b>you</b> or on <b>your</b> behalf; and</li> <li>f. assault and/or battery: <ol style="list-style-type: none"> <li>i. not committed by or at the direction of any <b>insured entity</b>; and</li> <li>ii. committed for the purpose of preventing or eliminating danger to persons or property.</li> </ol> </li> </ol>
<b>Products</b>	<b>Products</b> means anything (after it has ceased to be in <b>your</b> possession or under <b>your</b> control) which is, or is deemed, to have been manufactured, grown, extracted, produced, processed, imported, exported, constructed, assembled, erected, installed, repaired, serviced, renovated, treated, sold, supplied or distributed by <b>you</b> or on <b>your</b> behalf (including <b>your</b> predecessors in <b>your business</b> ) including labels, packaging or any container thereof of the design, specification or formula of the products and directions, instructions or advice given or omitted to be given in connection with such products and anything which by law or otherwise <b>you</b> are deemed to have manufactured in the course of <b>your business</b> including discontinued products.
<b>Property damage</b>	<p><b>Property damage</b> means:</p> <ol style="list-style-type: none"> <li>a. physical damage to or loss of or destruction of tangible property including loss of use of that property at any time resulting therefrom; and</li> <li>b. loss of use of tangible property which has not been physically damaged or destroyed, provided such loss of use is caused by physical damage to or destruction of other tangible property.</li> </ol> <p>Tangible property does not include <b>electronic data</b>.</p>
<b>Territorial limits</b>	<p><b>Territorial limits</b> means:</p> <ol style="list-style-type: none"> <li>a. anywhere in the world except for <b>North America</b>; or</li> <li>b. <b>North America</b>, but only in respect of liability arising from: <ol style="list-style-type: none"> <li>i. <b>products</b> exported to <b>North America</b> without the knowledge of an <b>insured entity</b> or <b>your</b> agents; and</li> <li>ii. <b>business</b> visits by directors, executives and <b>employees</b> normally resident in <b>Australia</b> that do not involve the performance of manual work or supervision of work by any such person in <b>North America</b>.</li> </ol> </li> </ol>
<b>Tool of trade</b>	<b>Tool of trade</b> means any <b>vehicle</b> and/or equipment, tool or apparatus which forms part of the <b>vehicle</b> , but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.
<b>Vehicle</b>	<b>Vehicle</b> means any type of machine on wheels or self laid tracks or on skis, made or intended to be propelled by other than manual or animal power and any trailers or other attachment made or intended to be drawn by any such machine.

Term	Definition
<b>Watercraft</b>	<b>Watercraft</b> means any vessel, craft or thing made to or intended to float on or in or travel on or through or under water.

## PROPERTY PROTECTION

### What you are covered for

When **you** purchase this cover and pay or agree to pay **us** the premium for it, **we** will pay:

#### *Property damage*

up to the limit of liability for property that is damaged at the premises during the period of insurance; and

#### *Glass*

for the actual cost of replacing and fixing the glass in its frame or in its normal location that is **broken** at the **premises** during the **period of insurance**.

### How we will settle your claim

#### 1. Declared values

**Your building** and **contents declared values** will be automatically adjusted at renewal (if renewal is offered) to take into account various factors including inflation, as determined by **us**.

#### 2. Limit of liability

**We** will not pay more than the **limit of liability** that applies to the specific **premises** where the **damage** occurs. When the **limit of liability** is reduced following **damage** covered by this **cover section**, **we** will automatically increase this reduced **limit of liability** to its value immediately before the **damage**, provided that **you** pay or agree to pay the additional **premium** that **we** require.

#### 3. Excess

The **excess** that applies is shown in the **schedule**.

In respect of **damage to property at premises** caused by earthquake, volcanic eruption, subterranean fire or tsunami, **we** will not pay for the first \$20,000 or 1% of the **limit of liability**, whichever is the lower.

#### 4. Settlement of property claims

When **we** agree to provide cover for **damage to property**, **we** will ordinarily pay for **replacement** or **reinstatement** of such **property**. In the case of building works **you** may need to enter a separate building contract with the repairer.

**We** may not always be able to repair or replace your property, for example:

- if the materials needed for the repair or rebuild are not readily available;
- if the repair or rebuilding cannot commence for a significant amount of time; for example, due to availability of service providers;
- if the pre-incident condition of the **property** prevents **us** from repairing or rebuilding them;
- if the event insured under this **policy** makes the land unsafe to build on; for example, after an earthquake;
- if parts needed for the repair are not readily available in Australia;
- if an item that is being replaced is not readily available in Australia; or
- if the repair or replacement will take a significant amount of time; for example, due to availability of service providers.

In such situations, **we** will pay the cash **indemnity** value in respect of **your** claim or part of it.

**We** will settle covered claims for **damage to property** as follows depending on the type of **property**:

Types of property	How we will settle claims
<p><b>a. Branded goods</b></p>	<p><b>We</b> will not sell <b>damaged</b> branded goods or merchandise:</p> <ul style="list-style-type: none"> <li>i. owned by <b>you</b>; or</li> <li>ii. for which <b>you</b> are legally liable; or</li> <li>iii. sold but not yet delivered;</li> </ul> <p>without <b>your</b> consent. If <b>you</b> do not want such goods to be sold, the goods may be retained by you and disposed of as <b>you</b> see fit, provided a fair and reasonable salvage allowance is agreed with <b>us</b> for the value of the goods.</p>
<p><b>b. Buildings- electing to rebuild at an alternative location</b></p>	<p>Following <b>damage</b> to a <b>building</b> that is insured by this <b>cover section</b>, <b>you</b> can choose to rebuild at an alternative location, provided that:</p> <ul style="list-style-type: none"> <li>i. <b>we</b> will not pay more than the cost that <b>we</b> would have paid to rebuild at the <b>premises</b>; and</li> <li>ii. if the actual cost of rebuilding is less than the cost to rebuild at the <b>premises</b>, then <b>our</b> payment is limited to the actual cost of rebuilding.</li> </ul>
<p><b>c. Buildings-heritage</b></p>	<p>Where a <b>building</b> is subject to any heritage listing or protection and <b>you</b> choose to rebuild, replace or repair the <b>building</b> at the same location, <b>we</b> will pay the extra costs of repairing, replacing, or reinstating the <b>building</b> required to:</p> <ul style="list-style-type: none"> <li>i. obtain special materials; or</li> <li>ii. employ specialised labour;</li> </ul> <p>to duplicate or recreate the unique or distinctive ornamental or architectural features of the <b>building</b> in order to comply with standards imposed by any lawful heritage protection authority.</p> <p>However, if the original materials are not readily available, <b>we</b> will not pay more than the cost necessary to rebuild, replace or repair any such heritage listed <b>building</b> to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials.</p>
<p><b>d. Buildings- undamaged portions</b></p>	<p>If <b>your building</b> has to be rebuilt at a location other than the <b>premises</b> because of the requirements of any lawful authority, then the abandoned undamaged portion of the <b>building</b> including the foundations and services shall be deemed to be destroyed.</p> <p>Provided that, if the value of the original site increases because of the presence of an undamaged portion of the <b>building</b>, the increased sale value shall be regarded as salvage and the amount thereof shall be payable to <b>us</b> by <b>you</b> upon completion of the sale of the site or shall be deducted from the total amount otherwise payable by <b>us</b> under this <b>cover section</b>, whichever shall first occur.</p> <p>Should the site not be sold, then the increased site value, when applicable, shall be agreed between <b>you</b> and <b>us</b> on a fair and reasonable basis, or in default, <b>we</b> and <b>you</b> shall submit to the dispute resolution processes explained in the earlier section of this policy titled 'Dispute Resolution'.</p>
<p><b>e. Business records, electronic data, hardware and software</b></p>	<p>For <b>damage</b> to business books, patterns, plans and other business records including those comprised of <b>electronic data</b>, <b>we</b> will pay the cost of re-creating the records that are <b>damaged</b>.</p> <p>For <b>damage</b> to electronic equipment and software, <b>we</b> will pay the costs incurred in the repair, restoration and reinstallation of electronic equipment and software to replicate the operational capability of the system to a level as similar as possible with that existing prior to the <b>damage</b>.</p>
<p><b>f. Old plant and equipment</b></p>	<p>Unless specifically insured otherwise:</p> <ul style="list-style-type: none"> <li>i. for those items kept as spare parts; or</li> <li>ii. for any old item kept for use as backup in an emergency;</li> </ul> <p><b>we</b> will pay the fair and reasonable cost of repairs or the second-hand <b>replacement</b> value of a similar part or item of the same age and condition, whichever is less.</p>
<p><b>g. Salvage</b></p>	<p><b>We</b> will not sell or dispose of any salvage without giving <b>you</b> the opportunity to retain it at its fairly determined salvage value. But <b>we</b> will not allow <b>you</b> to abandon <b>property</b> to <b>us</b>.</p>
<p><b>h. Stock</b></p>	<p>For <b>damage</b> to <b>stock</b> <b>we</b> will pay to repair or replace <b>damaged stock</b> with <b>property</b> or materials of equal quality, standard and specification. Where the <b>stock</b> can no longer be sold for its full value, <b>we</b> will pay <b>you</b> the fairly determined value of such <b>stock</b> at the time of the <b>damage</b> but no more than its original cost to <b>you</b>.</p>

i. <b>Works of art, antiques and curios</b>	For all works of art, antiques and curios, none of which form part of the <b>stock</b> in trade or merchandise of the <b>business</b> , we will pay <b>your</b> claim as follows: <ul style="list-style-type: none"> <li>i. the fairly determined cost of restoring and repairing to a condition substantially the same as before the <b>damage</b> plus any fairly determined reduction in market value caused by the <b>damage</b>; or</li> <li>ii. if restoration or repair is not possible, the amount of a valuation by the Auctioneers and Valuers Association of Australia or an independent expert for the individual item <b>damaged</b>, immediately before the <b>damage</b>.</li> </ul>
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## 5. Settlement of glass breakage claims

Glass	How we will settle claims
<b>Glass</b>	When <b>we</b> pay a claim for <b>breakage</b> to glass, <b>we</b> will pay for the actual cost of replacing and fixing the glass in its frame or in its normal location with glass of a similar type and quality to the glass that is <b>broken</b> .

## 6. Underinsurance

**We** will reduce a claim under this policy if the total **declared values** for all the **property** insured at the **premises** is less than eighty percent (80%) of the cost of the **replacement** of all such **property**.

**We** will only pay the proportion of any claim that the total **declared values** for all **property** insured at the **premises** bears to eighty percent (80%) of the cost of reinstating **damage** to all such **property**. **We** will not pay more than the **limit of liability** of the **premises** where the loss occurred.

For the purpose of the calculation of underinsurance, the cost of the claim and the cost of reinstating the **damaged property** will be calculated at the beginning of the **period of insurance** and in accordance with 'How we will settle your claim'. In the event of a cash settlement the cost of reinstating **damaged property** will be replaced with the cash settlement value of the **property** calculated in accordance with 'How **we** will settle **your** claim'.

Underinsurance will not apply if the claim for **damage to property** insured is less than ten percent (10%) of the total **limit of liability** for the **premises**.

Extension of Cover 9. 'Meeting building regulations' and 29. 'Temporary Cover for new premises' will not apply when calculating underinsurance.

### *Example 1, underinsurance does not apply:*

- a. **You** take out a policy where the total **declared value** for all **property** at the **premises** is \$60,000.
- b. The cost to reinstate or replace all the **property** at the **premises** is \$75,000.
- c. **You** make a claim for a loss to the **property**.

As the total **declared value** for all **property** at the **premises** is not less than eighty percent (80%) of the cost to reinstate or replace all the **property** at the **premises** underinsurance will not apply.

### *Example 2, partial loss:*

- a. **You** take out a policy where the total **declared value** for all **property** at the **premises** is \$60,000.
- b. The cost to reinstate or replace all the **property** at the **premises** is \$100,000.
- c. **80%** of the cost to reinstate or replace all the **property** at the **premises** is \$80,000.
- d. **You** make a claim for a partial loss to the **property** of \$40,000.

<b>(a)</b> total <b>declared value</b> of <b>property</b>		
<b>(c)</b> 80% of the cost to reinstate or replace	x	<b>(d)</b> amount of claim

(a) \$60,000			
(c) \$80,000	x	(d) \$40,000	= \$30,000

Our payment to **you** would be reduced to \$30,000, less any **excess**.

*Example 3, total loss:*

- You** take out a policy where the total **declared value** for all **property** at the **premises** is \$200,000.
- There is a total loss to the **property** which will cost \$275,000 to reinstate.
- 80%** of the cost to reinstate the **property** at the **premises** is \$220,000.
- You** make a claim for a total loss to the **property** (\$275,000).
- The **policy** has a **limit of liability** which is 120% of the total **declared value** for all **property** at the **premises** (\$240,000).

(a) total <b>declared value</b> of <b>property</b>			
(c) 80% of the cost to reinstate	x	(d) amount of claim	
(a) \$200,000			
(c) \$220,000	x	(d) \$275,000	= \$250,000

Our payment to **you** would be reduced to \$240,000, less any **excess**, which is the **limit of liability** of the **premises** where the loss occurred.

## Extensions of Cover

### Extensions of Cover - Damage to property

#### Included within the limit

Provided that the **limit of liability** is not exceeded, **we** will provide cover for the following Extensions of Cover (1 - 17).

Extensions of cover (included within the limit of liability)	Exclusions and restrictions that apply:
<p><b>1. Breakdown of electrical motors</b></p> <p><b>We</b> will pay for the breakdown, malfunction or failure of electrical motors under 1.8 kilowatts (kw) or 2.5 mechanical horsepower (hp), <b>damaged</b> by the burning out of electrical windings by their own electrical current.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is the cost of replacing or repairing the motor less a deduction for wear, tear and depreciation. The deduction for wear, tear and depreciation will be:</p> <ol style="list-style-type: none"> <li>for motors less than three (3) years old, no deduction; or</li> <li>for motors greater than three (3) years old, the deduction will be 10% of the <b>replacement</b> or <b>reinstatement</b> cost (whichever is applicable) for each year of age and subject to a maximum deduction of 90%.</li> </ol>
<p><b>2. Contents in storage</b></p> <p><b>We</b> will pay for <b>damage</b> to <b>contents</b> whilst stored in a secure commercial storage facility in <b>Australia</b> during the <b>period of insurance</b>, providing <b>your</b> storage unit within the commercial storage facility is:</p> <ol style="list-style-type: none"> <li>fully enclosed and lockable; and</li> <li>only accessible by <b>you</b> or someone authorised by <b>you</b>.</li> </ol>	<p>The maximum <b>we</b> will pay for this Extension of Cover is \$25,000 any one event.</p>

Extensions of cover (included within the limit of liability)	Exclusions and restrictions that apply:
<p><b>3. Depreciation of undamaged stock</b></p> <p>Where:</p> <ul style="list-style-type: none"> <li>a. this cover section covers stock;</li> <li>b. there is <b>damage to stock</b> covered by this <b>cover section</b>;</li> <li>c. some or all of the <b>stock</b> is undamaged; and</li> <li>d. undamaged <b>stock</b> is unable to be processed in the normal way or through alternative processing;</li> </ul> <p><b>we</b> will pay for the loss sustained by <b>you</b> resulting from deterioration or depreciation of such undamaged <b>stock</b>.</p>	<p><b>We</b> will not pay more than the <b>declared value</b> for <b>stock</b>.</p>
<p><b>4. Expediting expenses</b></p> <p>Following <b>damage to property</b> covered by this <b>cover section</b>, <b>we</b> will pay for the costs and expenses reasonably incurred by <b>you</b> for express freight and overtime or out of hours labour in order to expedite the repair or <b>reinstatement</b> of the <b>property</b> that is <b>damaged</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to:</p> <ul style="list-style-type: none"> <li>a. 50% of the cost of repairing the item; or</li> <li>b. \$25,000;</li> </ul> <p>whichever is less.</p>
<p><b>5. Fees and costs</b></p> <p>Following <b>damage to property</b> covered by this <b>cover section</b>, <b>we</b> will pay for the reasonable costs of:</p> <ul style="list-style-type: none"> <li>a. legal fees, fees charged by architects, engineers and other consultants fees; and</li> <li>b. permit or approval charges by statutory authorities;</li> </ul> <p>that are incurred in the <b>reinstatement</b> of <b>property</b> that is <b>damaged</b>.</p> <p><b>We</b> will pay up to the <b>limit of liability</b> in respect of this Extension of Cover, but if the <b>limit of liability</b> is exhausted, <b>we</b> will pay up to \$10,000 for each and every loss in addition to the <b>limit of liability</b>.</p>	
<p><b>6. Floating stock</b></p> <p>Where this <b>cover section</b> covers <b>stock</b> located at more than one <b>premises</b> and <b>stock</b> is regularly transferred between the <b>premises</b> as part of <b>your</b> usual business process, in the event of <b>damage to stock</b> covered by this <b>cover section</b>, <b>we</b> pay more than the <b>declared value</b> of stock at that <b>premises</b> to account for the temporary transfer of <b>stock</b> between <b>premises</b>.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a. more than 120% total of the <b>stock declared value</b> for all <b>premises</b>; or</li> <li>b. a claim under this Extension of Cover where <b>stock</b> levels in excess of the <b>limit of liability</b> for the specified <b>premises</b> have been temporarily located at the <b>premises</b> for a period extending beyond ninety (90) days, unless <b>we</b> have agreed in writing to an extended period, during the <b>period of insurance</b>.</li> </ul>
<p><b>7. Floor space ratio or index</b></p> <p>Following <b>damage to property</b> covered by this <b>cover section</b>, when due to the requirements of any lawful authority rebuilding is only permissible subject to a reduced floor space to land area ratio or index, then <b>we</b> will also pay:</p> <ul style="list-style-type: none"> <li>a. the cost of rebuilding that would have been incurred had a reduced floor space ratio or index not been applicable; less</li> <li>b. the actual incurred cost of rebuilding in accordance with the reduced floor space ratio or index.</li> </ul> <p>The above amounts shall include the additional costs incurred to meet the requirements of any lawful authority as described in Extension of Cover 9 'Meeting building regulations'.</p>	
<p><b>8. Loss of land value</b></p> <p>Following <b>damage to property</b> covered by this <b>cover section</b>, <b>we</b> will pay for the reduction in land value, which results from the requirements of any legal authority that does not allow rebuilding or only allows partial rebuilding at the <b>premises</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to:</p> <ul style="list-style-type: none"> <li>a. twenty percent (20%) of the <b>limit of liability</b> for the <b>premises</b> where the <b>damage</b> happened; or</li> <li>b. \$100,000;</li> </ul> <p>whichever is less.</p>

Extensions of cover (included within the limit of liability)	Exclusions and restrictions that apply:
<p>This reduction in land value shall be calculated by subtracting the land value after rebuilding or after <b>we</b> have agreed that rebuilding is not possible from the land value before the <b>damage</b>.</p>	
<p><b>9. Meeting building regulations</b></p> <p>Following <b>damage to property</b> covered by this <b>cover section</b>, <b>we</b> will pay for costs necessarily incurred to comply with current building regulations including regulations or orders imposed by any relevant authority after the <b>damage</b> to enable the reinstatement of insured <b>property</b>, including orders in relation to undamaged portions of the <b>building or premises</b> to the extent that necessary work must be undertaken to these undamaged portions as part of the reinstatement of the <b>damaged property</b> insured under this <b>cover section</b>.</p>	<p>The work of reinstatement must be commenced and carried out within a reasonable time, failing which <b>we</b> will not pay more than the amount which would have been payable under the policy if the work of reinstatement had been commenced and carried out with reasonable dispatch.</p> <p><b>We</b> will not pay for any additional costs associated with:</p> <ul style="list-style-type: none"> <li>a. building regulations or laws that were already in place when the <b>building or premises</b> were originally built, or subsequently altered or renovated; or</li> <li>b. other than as stated in this extension of cover, upgrading undamaged parts of your <b>building or premises</b> to comply with current building regulations or laws.</li> </ul>
<p><b>10. Playing surfaces</b></p> <p><b>We</b> will pay for the cost of repairing <b>damage</b> to outdoor playing surfaces at the <b>premises</b>, caused by:</p> <ul style="list-style-type: none"> <li>a. malicious persons or vandals, other than <b>you</b> or <b>your</b> guests, director's partners, officers, employees or members, or their guest's property covered by this <b>cover section</b>; or</li> <li>b. fire occurring to <b>property</b> at the <b>premises</b> for which <b>we</b> have admitted liability under this <b>cover section</b>; or</li> </ul> <p>the action of the firefighting services, police or other emergency services in attending to their duties at the <b>premises</b> as a result of an incident that threatens insured <b>property</b> under this <b>cover section</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$50,000 any one event.</p>
<p><b>11. Property in the open air</b></p> <p><b>We</b> will pay for <b>damage</b> to textile blinds and awnings, shade cloth, shade houses, fibreglass houses and glass houses, gates, fences, signs and retaining walls caused by or arising from storm, rainwater, wind, hail or snow. Cover under this extension is limited to <b>property</b> in the open air at the <b>premises</b> that is fixed in place.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is \$25,000 any one event.</p>
<p><b>12. Removal of debris</b></p> <p>Following <b>damage to property</b> covered by this <b>cover section</b>, <b>we</b> will pay for the reasonable costs incurred by <b>you</b> for:</p> <ul style="list-style-type: none"> <li>a. the demolition, removal and disposal of <b>property</b> that is <b>damaged</b>;</li> <li>b. the demolition, removal and disposal of any <b>property</b> that is necessary to allow for repair or <b>reinstatement</b> of <b>property</b> that has been <b>damaged</b>; and</li> </ul> <p>the cleaning up, removing, storing and disposing of <b>damaged property</b> at the <b>premises</b>, or from any location that <b>you</b> are legally required to remove debris from or clean up, provided that <b>you</b> do not own <b>property</b> at this other location and <b>your</b> liability did not result from an agreement made after the start of the <b>period of insurance</b> unless this liability would have existed anyway.</p>	
<p><b>13. Removal of trees and branches</b></p> <p><b>We</b> will pay for the reasonable costs incurred by <b>you</b> to remove and dispose of any branch or tree that has fallen causing impact <b>damage to property</b> covered by this <b>cover section</b>. <b>We</b> will also cover the cost of stump removal when required.</p>	

Extensions of cover (included within the limit of liability)	Exclusions and restrictions that apply:
<p><b>14. Restricted transit</b></p> <p>We will pay for <b>damage to property</b> shown in the <b>schedule</b> during transit within <b>Australia</b> during the <b>period of insurance</b> that is caused by:</p> <ol style="list-style-type: none"> <li>fire, lightning, explosion, <b>flood</b> and malicious damage; or</li> <li>collision or overturning of the carrying vehicle or conveyance.</li> </ol>	<p>The maximum <b>we</b> will pay for this Extension of Cover is:</p> <ol style="list-style-type: none"> <li>\$50,000; or</li> <li>twenty percent (20%) of the <b>declared value</b> of the <b>property</b>;</li> </ol> <p>whichever is less.</p>
<p><b>15. Trade shows, fairs and exhibitions</b></p> <p>We will pay for <b>damage to contents</b> or <b>stock</b> whilst at trade shows, fairs, market stalls and exhibitions including whilst in transit between the <b>premises</b> and the trade show, fair, market stall or exhibition during the <b>period of insurance</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is:</p> <ol style="list-style-type: none"> <li>\$25,000 any one event; or</li> <li>The <b>declared value</b> for the <b>damaged contents</b> or <b>stock</b>;</li> </ol> <p>whichever is less.</p>
<p><b>16. Unpacking expenses</b></p> <p>Following <b>damage to property</b> covered by this <b>cover section</b>, <b>we</b> will pay the reasonable costs and expenses incurred by <b>you</b> in taking inventory (including repacking, restacking and unpacking) to identify, quantify and value any <b>property damaged</b>.</p>	
<p><b>17. Water and gas charges</b></p> <p>Where this <b>cover section</b> covers <b>buildings</b>, <b>we</b> will pay the costs levied on <b>you</b> by any utility company or authority for water and gas usage arising from the escape and loss of water or gas at the <b>premises</b> following <b>damage to buildings</b> covered under this <b>cover section</b>.</p>	<p>The maximum <b>we</b> will pay for any one loss under this Extension of Cover is limited to:</p> <ol style="list-style-type: none"> <li>seven (7) days of costs levied to <b>you</b>; or</li> <li>\$15,000;</li> </ol> <p>whichever is less.</p> <p>The benefits payable under 'Crime' <b>cover section</b> Extension of Cover 22 'Utility authority charges' shall not be cumulative.</p>

### Extensions of Cover - Damage to property

#### In addition to the limit

We will pay in addition to the **limit of liability**, the following Extensions of Cover (18 - 31).

Extensions of cover (in addition to the limit)	Exclusions and restrictions that apply:
<p><b>18. Business records</b></p> <p>We will pay for <b>damage</b> to and the cost of recreating <b>your</b> business books, patterns, plans, <b>electronic data</b>, customer records and other business records at the <b>premises</b> or stored off-site.</p>	<p>In respect of <b>damage</b> to and the cost of recreating business records of <b>your</b> customers stored at the <b>premises</b> or <b>your</b> business records stored off-site, the maximum <b>we</b> will pay is limited to \$25,000, unless a higher amount is shown in the <b>schedule</b> for 'Customer's Records'.</p>
<p><b>19. Capital additions</b></p> <p>We will pay for <b>damage</b> to:</p> <ol style="list-style-type: none"> <li>alterations to <b>buildings</b>; and</li> <li>other capital additions;</li> </ol> <p>that have been made during the <b>period of insurance</b>.</p>	<p>This Extension of Cover does not apply to <b>stock</b>.</p> <p>The maximum amount <b>we</b> will pay for any one loss under this Extension of Cover is limited to:</p> <ol style="list-style-type: none"> <li>\$500,000 in the aggregate for the <b>premises</b> during the <b>period of insurance</b>; or</li> <li>twenty percent (20%) of the <b>limit of liability</b>;</li> </ol> <p>whichever is less.</p>



Extensions of cover (in addition to the limit)	Exclusions and restrictions that apply:
<p><b>20. Catastrophe cover</b></p> <p>If:</p> <ul style="list-style-type: none"> <li>a. <b>your building</b> suffers <b>damage</b> from an event covered by this <b>cover section</b>; and</li> <li>b. <b>we</b> classify the <b>damage</b> as a <b>major loss</b>;</li> </ul> <p><b>we</b> will:</p> <ul style="list-style-type: none"> <li>c. pay up to an additional twenty percent (20%) of the <b>declared value</b> for the <b>building</b> if <b>your building</b> is rebuilt; and</li> <li>d. increase the amount <b>we</b> will pay under Extensions of Cover 19 'Capital additions' and 27. 'Prevention of further damage' by up to twenty percent (20%);</li> </ul> <p>to cover the difference between the cost of <b>reinstatement</b> actually incurred in accordance with 'Settlement of property claims' provisions of this <b>cover section</b> and the cost of <b>reinstatement</b> that would have applied had the <b>major loss</b> not occurred in respect of labour and material supplies and other increased costs applying after the <b>major loss</b>.</p>	<p><b>We</b> will not pay any amount under this Extension of Cover until we agree that necessary costs will exceed the <b>limit of liability</b> under this <b>cover section</b>.</p>
<p><b>21. Discharge of mortgage cost</b></p> <p><b>We</b> will pay the reasonable administration and legal costs for <b>you</b> to discharge any mortgage(s) on <b>buildings</b> following settlement of a claim where <b>we</b> pay the full amount of the <b>building's declared value</b>.</p>	<p>The maximum amount <b>we</b> will pay for any one loss under this Extension of Cover is limited to \$50,000 for any one event.</p>
<p><b>22. Environmental improvements</b></p> <p><b>We</b> will pay for the reasonable additional costs incurred to improve the energy and water efficiency of the <b>property</b> by using different products or materials in the rebuilding, <b>replacement</b>, repair or restoration of <b>buildings</b> or <b>contents</b> covered by this <b>cover section</b>.</p>	<p>The maximum amount <b>we</b> will pay under this Extension of Cover is limited to</p> <ul style="list-style-type: none"> <li>a. \$50,000; or</li> <li>b. 120% of the amount <b>we</b> would have otherwise paid in the rebuilding, <b>replacement</b>, repair or restoration of <b>buildings</b> or <b>contents</b> without the different products and materials;</li> </ul> <p>whichever is less, minus any rebates <b>you</b> were eligible for at the date of the loss under any government or council scheme for such environmental improvements.</p>
<p><b>23. Firefighting and fire brigade attendance fees</b></p> <p><b>We</b> will pay for the reasonable costs of:</p> <ul style="list-style-type: none"> <li>a. extinguishing a fire on <b>your premises</b> or which causes or threatens loss or <b>damage</b> to <b>your property</b>; and</li> <li>b. replenishing fire-fighting equipment used to extinguish a fire at or adjoining the <b>premises</b> threatening insured <b>property</b>; and</li> <li>c. any additional cost payable by <b>you</b> to a fire brigade or similar authorised authority for attendance at a fire or chemical emergency involving the insured <b>property</b>.</li> </ul>	<p>The maximum amount <b>we</b> will pay for any one loss under this Extension of Cover is limited to \$100,000 in total for any one event.</p>
<p><b>24. Locating the source of escaped liquids/gas</b></p> <p><b>We</b> will pay for the reasonable cost incurred by <b>you</b> to locate the point of bursting, discharging, leaking, or overflowing of water or gas from any fixed apparatus, fixed tank, fixed appliance, fixed pipe or other system at the <b>premises</b>, which has caused or may reasonably be expected to cause <b>damage</b> to <b>property</b> covered by this <b>cover section</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$20,000 in total for any one event.</p>
<p><b>25. Locks and keys</b></p> <p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>a. the cost incurred to replace the locks, keys, magnetic keys or cards or similar devices;</li> <li>b. the cost incurred to replace the sequence of numbers or letters within a key or locking device that become known by any unauthorised person;</li> </ul>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$10,000 in total for any one event.</p>

Extensions of cover (in addition to the limit)	Exclusions and restrictions that apply:
<p>c. the cost incurred to replace the unauthorised duplication of keys, magnetic keys or cards or similar devices; or</p> <p>d. other costs that are necessarily incurred to restore the security of the <b>premises</b> to the same level of security that existed prior to the loss of these keys;</p> <p>if during the <b>period of insurance</b> any locks, keys, magnetic keys or cards or similar devices or combinations used at the <b>premises</b> are accidentally lost or <b>damaged</b>.</p>	
<p><b>26. Personal effects</b></p> <p><b>We</b> will pay for <b>damage</b> to the clothing or personal effects of directors, partners and employees of <b>your business</b> during the <b>period of insurance</b> whilst such property is on the <b>premises</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to a maximum of \$5,000 for any one person.</p>
<p><b>27. Prevention of further damage</b></p> <p><b>We</b> will pay for the reasonable costs incurred by <b>you</b> during the <b>period of insurance</b>:</p> <p>a. to protect <b>your</b> insured <b>property</b> from further <b>damage</b>;</p> <p>b. for costs incurred to make the <b>property</b> or surrounding areas of the <b>premises</b> safe, including temporary repairs, shoring up, propping and/or underpinning <b>property</b>, following <b>damage</b> to <b>your</b> insured <b>property</b>; and</p> <p>c. for any <b>damage</b> to <b>property</b> resulting from the removal of insured <b>property</b> from the premises for the prevention of further <b>damage</b> to such <b>property</b>.</p> <p>Such costs shall include reasonable costs of professional fees by a statutory authority for submissions, permit, fees and charges in connection with such work.</p>	<p>The maximum amount <b>we</b> will pay under this Extension of Cover is limited to \$100,000 for any one event and for all claims during the <b>period of insurance</b>.</p>
<p><b>28. Stock seasonal or festive increase</b></p> <p>The <b>limit of liability</b> is increased by fifty percent (50%) of the <b>declared value</b> in respect of <b>stock</b> for losses occurring during any time that <b>you</b> can reasonably demonstrate that <b>stock</b> levels during the period have risen by more than twenty percent (20%) above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of festive, holiday, religious, bank holiday or other recognised public events.</p> <p>Provided that if 'Contents including stock' is shown in the <b>schedule</b> the increased cover will only apply to the portion of the total amount that relates to <b>stock</b>.</p>	<p>Provided that this Extension of Cover will not extend the insurance beyond the <b>period of insurance</b>.</p>
<p><b>29. Temporary cover for new premises</b></p> <p>For <b>damage</b> to <b>property</b> that is insured by this <b>cover section</b> <b>we</b> will temporarily extend the cover provided under this <b>cover section</b> to any premises that is used by <b>your business</b> for the first time during the <b>period of insurance</b> for a period of ninety (90) days from the date <b>you</b> first occupy new premises.</p> <p>Provided that:</p> <p>a. this temporary cover is only available to <b>property</b> that is of a similar type to that insured by this <b>cover section</b>;</p> <p>b. the new premises has <b>building</b>, fire protection and security features that are similar to those at one of the <b>premises</b> shown in the <b>schedule</b>; and</p> <p>c. <b>you</b> provide <b>us</b> with the details we ask for about the new premises within ninety (90) days of <b>you</b> first using the new <b>premises</b>;</p> <p>If <b>we</b> agree to cover the <b>property</b> at the new premises beyond the ninety (90) consecutive day period, <b>you</b> must pay or agree to pay <b>us</b> any additional</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to 50% of the highest <b>limit of liability</b> of any <b>premises</b> shown in the <b>schedule</b>.</p>

Extensions of cover (in addition to the limit)	Exclusions and restrictions that apply:
<p><b>premium we</b> ask for.</p> <p>How <b>we</b> settle <b>your</b> claim – 6. 'Underinsurance' does not apply to this Extension of Cover.</p>	
<p><b>30. Temporary removal to other premises</b></p> <p><b>We</b> will pay for <b>damage to property</b> during the <b>period of insurance</b> as insured by this <b>cover section</b> while it is temporarily removed to any other fully enclosed and lockable premises within <b>Australia</b>.</p>	<p>This Extension of Cover does not cover <b>property</b> in transit;</p> <p>The maximum <b>we</b> will pay for this Extension of Cover is limited to twenty percent (20%) of the <b>declared value</b> that applies to this <b>property</b> at the <b>premises</b> at which the <b>property</b> is normally located.</p> <p>This Extension of Cover will not apply to any <b>property</b> which has been removed for a period greater than ninety (90) days without <b>our</b> prior written consent.</p>
<p><b>31. Unauthorised use of utilities</b></p> <p><b>We</b> will pay for the reasonable additional costs incurred for electricity, gas or water for which <b>you</b> are legally responsible, arising from the unauthorised use of <b>premises</b> by someone taking possession or occupying the <b>premises</b> without <b>your</b> permission provided that all reasonable steps are taken to terminate such unauthorised use promptly after it is discovered.</p>	<p>The maximum amount <b>we</b> will pay under this Extension of Cover is limited to \$20,000 any one loss.</p>

### Extensions of Cover – Glass breakage

**We** will cover the following Extensions of Cover (32 - 34) in relation to claims for glass.

Extensions of cover (glass breakage)	Exclusions and restrictions that apply:
<p><b>32. Additional benefits to glass breakage</b></p> <p>Following <b>breakage</b> to glass covered by this <b>cover section</b>, <b>we</b> will pay in addition to the actual cost of replacing and fixing the glass, the following costs that result from the cause of that <b>breakage</b>, incurred by <b>you</b>:</p> <ol style="list-style-type: none"> <li>a. to comply with current building regulations that relate to the glass that is <b>broken</b>;</li> <li>b. in arranging after-hours services, express delivery and labour at overtime rates in relation to the repairing and replacing of the <b>broken</b> glass;</li> <li>c. to effect temporary repairs, install shuttering and, if reasonably required, to employ security personnel or guards as a result of glass <b>breakage</b>;</li> <li>d. to repair or replace: <ol style="list-style-type: none"> <li>i. frames, sign-writing, alarm tapes, coatings; or</li> <li>ii. fittings and tiled shop fronts;</li> </ol> that are <b>damaged</b> as a result of glass <b>breakage</b>; and</li> <li>e. to remove and refit fixtures and tiles to allow the repairing or replacing of <b>broken</b> glass.</li> </ol> <p>Following a claim under this Extension of Cover, if <b>you</b> pay or agree to pay an additional <b>premium</b>, <b>we</b> will return the limit to the full \$10,000, or a limit chosen by <b>you</b> and accepted by <b>us</b>.</p>	<p>Provided that the total of all payments under this Extension of Cover 32 sub-sections (b), (c) and (d) during the <b>period of insurance</b> are limited to \$10,000 or the amount shown in the <b>schedule</b>, whichever is greater.</p>
<p><b>33. Advertising (or identification) signs</b></p> <p><b>We</b> will pay for <b>breakage</b> of <b>advertising (or identification) signs</b> occurring during the <b>period of insurance</b>.</p>	<p>The maximum <b>we</b> will pay during the <b>period of insurance</b> for this Extension of cover is limited to \$10,000 or the amount shown in the <b>schedule</b>, whichever is greater.</p>

Extensions of cover (glass breakage)	Exclusions and restrictions that apply:
<p><b>34. Malicious damage to glass</b></p> <p>We will also cover <b>you</b> for the cost of replacing external glass where the <b>damage</b> has arisen from the acts of malicious persons and not resulted in the external glass being <b>broken</b> through the entire thickness. Where necessary, <b>we</b> will also repair or replace frames, signwriting, coating and alarm tapes, following such malicious damage.</p>	

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **general terms and conditions**.

## Optional Amendments in Cover

### 1. Chemical contamination cover

Where 'Chemical contamination' cover is shown as 'Included' in the **schedule**, **we** will pay for clean up costs to remove or mitigate **contamination** or **pollutants** as a result of the manufacturing, storage or distribution of any controlled drug at the **premises** by **your** tenant during the **period of insurance**, provided that:

- a. the **building** at the **premises** is rented on a long term tenancy of six (6) months or more, with a valid tenancy agreement in place;
- b. **you** had no involvement in the manufacture, storage or distribution of any controlled drug at the **premises**;
- c. **you** had no prior knowledge of the manufacturing, storage or distribution of any controlled drug at the **premises**;
- d. **you** or **your** property manager have acted promptly once aware of the **contamination** at the **premises**;
- e. the manufacturing, storage or distribution operation at the **premises** was discovered by the police (or relevant authority), or has been referred to the police (or relevant authority) for investigation since it was discovered;
- f. an assessment by a suitably qualified professional has confirmed that the insured **property** at the **premises** has been **contaminated** as a result of the manufacture, storage or distribution of a controlled drug; and
- g. **you** or **your** property manager have:
  - i. conducted pre-tenancy checks for all tenants on the rental agreement, including written or verbal references, and the outcomes of these checks have been documented;
  - ii. inspected the **property** at the **premises**:
    - prior to the change of tenant that gave rise to the chemical contamination claim; and
    - within the first six (6) months of the tenant that gave rise to the chemical contamination claim commencing their rental agreement; and
    - at a minimum every twelve (12) months during the period of the tenancy that gave rise to the chemical contamination (including if the tenant was on a periodic tenancy agreement).

As part of assessing a claim under this Extension of Cover **we** may require **you** to provide evidence and/or copies of reports in relation to these pre-tenancy checks and inspections. Failure to do so may result in a claim under this Extension of Cover being denied. If **we** accept a claim under this Extension of Cover, **we** will reimburse the reasonable cost incurred in seeking an assessment by a suitably qualified professional to confirm the **contamination**.

The maximum **we** will pay for this Optional Amendment in Cover is \$50,000 during any one **period of insurance** including any cost incurred in seeking an assessment by a suitably qualified professional to confirm the **contamination**.

#### *What you are not covered for*

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under the Property Protection section of this policy in any of the following circumstances.

1. **We** will not pay for **damage** to **property** while it is undergoing any process where **damage** results from it being processed. For example, within its manufacturing process.
2. **We** will not pay for any **damage** to any **building** that is vacant, awaiting or undergoing demolition and to any **contents**, fittings, plant and

machinery associated with such **property**, unless **we** have agreed in writing otherwise.

3. **We** will not pay for **damage** to textile blinds and awnings, shade cloth, shade houses, fibreglass houses and glass houses, gates, fences, signs and retaining walls caused by or arising from storm, rainwater, wind, hail or snow, except for as covered under Extension of Cover 11 'Property in the open air'.
4. **We** will not pay for **damage** to the personal property of directors, partners and employees except for as covered under Extension of Cover 26 'Personal effects'.
5. **We** will not pay for **damage** to **property** in transit outside of the **premises** other than **property** that is covered by Extension of Cover 14 'Restricted transit'.
6. **We** will not pay for **damage** caused by or arising from:
  - a. theft, other than:
    - i. physical **damage** to **property** at the **premises** during theft or any attempted theft;
    - ii. theft of parts of the **building** or fixed plant in the open air when insured under this **cover section**; or
    - iii. **property** comprising parts of the **building** or the landlord's premises that are temporarily removed for service or repair;
  - b. any legal liability that **you** have other than the legal liability that is covered within Extensions of Cover 12. 'Removal of Debris' (c);
  - c. the incorrect siting of **buildings** as a result of error in design or specification, faulty workmanship or non-compliance with the requirements of any lawful authority;
  - d. demolition ordered by local authorities, public or civil authorities or government as a result of failure by **you** to comply with any lawful requirement;
  - e. any unexplained shortage, inventory shortage or disappearance of **property**;
  - f. **contamination** of **property** by **pollutants**, except when caused directly by a peril or event covered by this **cover section** or as covered within Optional Amendments in Cover 1. 'Chemical contamination' cover. For the purposes of this exclusion 6(f):
    - i. **contamination** includes the actual or alleged exposure of **property** to any harmful substance or agent, whether on the surface of the **property** or otherwise and notwithstanding that the substance or agent does not change the physical characteristics of the **property**; and
    - ii. **pollutants** includes any harmful substance or agent (including, but not limited to, a virus, bacterium, parasite, pathogen or other organism);
  - g. the action of the sea or high water, unless caused by or arising from a direct consequence of an earthquake or seismological disturbance; or
  - h. erosion, landslide, mudslide, rockslide, subsidence, settling, seepage, shrinkage or expansion of earth, vibration or other earth movement, unless caused by or arising from a direct consequence within seventy-two (72) hours of a storm, of an earthquake, tsunami, subterranean fire, volcanic eruption, **flood** or water escaping from a water main owned by a water supply authority.
7. **We** will not pay for consequential loss of any kind including (but not limited to) consequential loss due to delay, lack of performance, loss of contract, or depreciation in the value of land or **stock**.
8. **We** will not pay for **damage** to boilers and other pressure vessels that have a value of more than \$250,000 where the **damage** is directly caused by the explosion or implosion of such boiler or pressure vessel. Provided that this does not apply to boilers used for domestic purposes.
9. **We** will not pay for **damage** to **property** being constructed, built, erected, altered or dismantled, including all associated materials or supplies, provided that this does not apply to:
  - a. such **property** if the total cost of this work is less than \$500,000 or twenty percent (20%) of the **limit of liability** for the **premises** concerned, whichever is the lesser; or
  - b. that portion of the **building** or part of any **property** that is not directly affected by such work.
10. **We** will not pay for obsolete or redundant plant and equipment that is no longer used in the **business** provided that this exclusion shall not apply to items kept for spare parts or **stock**.
11. **We** will not pay for **damage** caused directly by or arising directly from:
  - a. mechanical, hydraulic, electronic or electrical breakdown, malfunction or failure of any **property**, except for as covered under Extension of Cover 1. 'Breakdown of electrical motors';

- b. gradually operating causes such as, but not limited to, wear and tear, disease, fading, tree roots, evaporation, change in flavour, colour, temperature or texture;
- c. mildew, mould, corrosion, rust, oxidisation, dry rot, corrosion;
- d. insects, termites, vermin;
- e. latent defects, inherent defects, faulty workmanship, faulty material, structural defects or faulty design. Provided that this exclusion shall not apply to the extent s.46 of the Insurance Contracts Act 1984 (Cth) provides a remedy;
- f. faults or defects known to **you** or any employee whose knowledge at law would be deemed to be **your** knowledge and not disclosed to **us** at the time this insurance was arranged, extended, varied or renewed;
- g. the total or partial stopping or interruption of work or any process or operation as a result of strikes and industrial disputes. Provided that this exclusion shall not apply in respect of **damage to property** directly caused by strikers, locked out workers or other persons engaged in supporting such activities;
- h. fraud or dishonesty by **you** or **your** directors, partners, employees, officers or any other persons who have an interest in the **property**;
- i. deliberate and unauthorised corruption, amendment or erasure of **electronic data** by **you** or **your** directors, partners, employees, officers or any other person who has an interest in the **property**, whether acting alone or in collusion with any other person;
- j. the gaining of unauthorised access to **your** computer via any communication system that is used by **your** computer system by any person other than **you** or **your** directors, partners, employees, officers or any other person who has an interest in the **property**;
- k. the operation or presence of any computer program that alters or erases **electronic data** or programs in a manner that is undesired by **you**;
- l. computer virus, being an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained, and which destroys or alters the host program or other computer code or **electronic data**, causing undesired program or computer system operation;
- m. explosion or implosion of any pressure vessels (including any boilers):
  - i. where the load on the safety valve upon the particular pressure equipment was in excess of the manufacturer's specification at the time of any **damage**; or
  - ii. where any safety valve limiting pressure was removed or rendered inoperative;
- n. chipping, denting, defacing or scratching, except when caused directly by fire, lightning, explosion, impact by any road vehicle or animal (but there is no cover if caused by a domestic animal kept at the **premises**), aircraft or other aerial devices or articles dropped from them, falling communication masts, towers, antennae or dishes, falling **buildings** or structures or parts thereof, meteorite, riot, civil commotion, persons taking part in an industrial dispute, persons acting maliciously, earthquake, **flood**, storm, the bursting, overflowing or discharging of tanks, apparatus or pipes containing water or liquid of any kind, or sprinkler leakage;

Provided that **we** will pay for any subsequent **damage to property** that is not otherwise excluded, caused directly by or arising directly from any peril or event referred to in (a) – (n) above.

- o. **We** will not pay for **damage** occurring within seventy-two (72) hours from the commencement of this policy caused by or arising from bushfire, **flood** or a cyclone named by the Bureau of Meteorology. Provided that this does not apply if:
  - i. the policy commenced immediately after another policy covering the same risk has expired, without a break in cover;
  - ii. **you** have entered into a contract of sale to purchase the **property** at the **premises** and the purchase has not yet settled; or
  - iii. **you** have entered into a contract to lease the **property** at the **premises**.

12. **We** will not pay for **breakage** or **damage** to:

- a. glass that is **stock** in trade or merchandise, unless such **stock** is shown in the **schedule**;
- b. glass that is only scratched, chipped or discoloured, except for as covered within Extension of Cover 34. 'Malicious damage to glass'; or
- c. **advertising (or identification) signs** except for as covered within Extension of Cover 33. 'Advertising (or identification) Signs'.

## Definitions

The following definitions shall apply to the terms used in this cover section.

Term	Definition
<b>Advertising (or identification) signs</b>	<b>Advertising (or identification) signs</b> means signs made from glass or electrical illuminated signs permanently fitted to the <b>building</b> or within the boundaries of the <b>premises</b> .
<b>Breakage or broken</b>	<b>Breakage or broken</b> means a fracture extending through the entire thickness of the glass or in the case of laminated glass or plastic or perspex, the entire thickness of the laminate, plastic or perspex.
<b>Contamination</b>	<b>Contamination</b> means the discharge, dispersal, release, escape of any type of <b>pollutant</b> or contaminant into or upon <b>property</b> , land, atmosphere or any watercourse or body of water including, but not limited to, ground water.
<b>Damage or damaged</b>	<b>Damage or damaged</b> means accidental physical damage, destruction or loss.  <b>Damage or damaged</b> does not include the actual or alleged exposure of <b>property</b> to any harmful substance or agent, whether on the surface of the <b>property</b> or otherwise and which substance or agent does not change the physical characteristics of the <b>property</b> (whether or not it impairs the <b>property's</b> utility).
<b>Declared value</b>	<b>Declared value</b> means the declared value shown in the <b>schedule</b> that applies to each type of <b>property</b> insured at a specific <b>premises</b> .
<b>Increased building costs</b>	<b>Increased building costs</b> means the difference between the cost of <b>reinstatement</b> actually incurred in accordance with 'Settlement of property claims' of this <b>cover section</b> and the cost of <b>reinstatement</b> that would have applied had the catastrophe event not occurred.
<b>Indemnity</b>	<b>Indemnity</b> means to reinstate, replace or repair the insured <b>property</b> to a condition substantially the same as but not better or more extensive than its condition at the time of the <b>damage</b> , loss or destruction, taking into consideration age, condition, depreciation and remaining useful life. If cash settled, then <b>Indemnity</b> represents the fair and reasonable value for which <b>you</b> or the funds recipient would be able to reinstate, replace or repair the insured <b>property</b> in the above described manner, following a claim against this <b>policy</b> .
<b>Limit of liability</b>	<b>Limit of liability</b> means 120% of the <b>declared values</b> shown in the <b>schedule</b> for a specific <b>premises</b> . This is the maximum amount that <b>we</b> will pay for all <b>damage</b> that arises out of any one source or original cause at such premises unless it is stated under any Extensions of Cover that payments will be made in addition to this amount.
<b>Major loss</b>	<b>Major loss</b> means a large scale destructive event, in the area in which the <b>premises</b> is located, which either: <ol style="list-style-type: none"> <li>the Insurance Council of Australia has declared to be an 'insurance catastrophe event'; or</li> <li>as a consequence of the event, the relevant government authority has declared a state of emergency.</li> </ol>
<b>Property</b>	<b>Property</b> means <b>buildings, contents, stock</b> and any other items shown in the <b>schedule</b> which <b>you</b> own or for which <b>you</b> are legally responsible.
<b>Reinstatement</b>	<b>Reinstatement</b> means to restore that part of the <b>property</b> that is <b>damaged</b> and any undamaged <b>property</b> which has been dismantled to enable the restoration of the <b>damaged property</b> , so that the function, output and construction are similar to that part of the <b>property</b> when it was new, by repairing it or at <b>our</b> option replacing that part of the <b>property</b> with similar new <b>property</b> .
<b>Replacement</b>	<b>Replacement</b> means the cost to replace <b>property</b> with new <b>property</b> that has similar function, output and construction to that of the original <b>property</b> when it was new. This shall include all charges, fees and costs such as but not limited to local authority permit and approval charges, architects, engineers and other consultants fees necessarily incurred when replacing this <b>property</b> .

# BUSINESS INTERRUPTION

Under this **cover section** you can choose to purchase cover for:

1. 'Insurable gross profit with additional increased cost of working'; or
2. 'Additional increased cost of working only'.

## What you are covered for

### 1. Insurable gross profit with additional increased cost of working

If 'Insurable Gross Profit' is shown in the **schedule**, we will pay for a reduction in **insurable gross profit** during the **indemnity period** that results from interruption or interference to **your business** caused by any **insured damage** that happens at the **premises**.

When we agree to provide cover for 'Insurable Gross Profit' under this **cover section**, we will also pay up to the **sum insured** shown in the **schedule** in the aggregate for the following 'Combined Extra Covers':

Combined Extra Covers:	Exclusions and restrictions that apply:
<p><b>a. Accounts receivable</b></p> <p><b>We will pay for:</b></p> <ol style="list-style-type: none"> <li>i. any amounts owed to <b>you</b> that cannot be collected as a direct result of <b>insured damage</b> to <b>your</b> accounts receivable records; and</li> <li>ii. the necessary debt collection costs incurred with <b>our</b> consent to determine and collect the amounts owed to <b>you</b>.</li> </ol>	<p><b>We will not pay for:</b></p> <ol style="list-style-type: none"> <li>i. losses due to book-keeping or accounting errors or omissions;</li> <li>ii. losses due to <b>your</b> dishonesty or the dishonesty of <b>your</b> directors, partners, employees or officers, or any other person who have an interest in the accounts receivable records;</li> <li>iii. bad debts that <b>you</b> would not normally choose to collect; or</li> <li>iv. collection costs that <b>you</b> would normally incur.</li> </ol>
<p><b>b. Contractual Fines and Penalties</b></p> <p><b>We will pay for:</b></p> <ol style="list-style-type: none"> <li>i. fines or damages for breach of contract resulting from non-completion or late completion of orders; or</li> <li>ii. the discharge of contract purchases, cancellation notices, fines or damages for breach of contracts for the purchase of goods or services you cannot use during the <b>indemnity period</b>, less the value of these goods to <b>you</b> or the amount received for their sale.</li> </ol>	<p><b>We will not cover any liability you may incur for exemplary, punitive or aggravated damages.</b></p>
<p><b>c. Additional increase in cost of working</b></p> <p><b>We will pay for all costs not otherwise recoverable that are reasonably and necessarily incurred in order to lessen the reduction in <b>insurable gross profit</b>, resume or maintain <b>your</b> normal <b>business</b> operations or services.</b></p>	

### 2. Additional increased cost of working only

If 'Additional increased cost of working only' is shown in the **schedule**, we will pay for all costs that are reasonably and necessarily incurred in consequence of **insured damage** and within twelve (12) months from the date of the **insured damage** in order to lessen a reduction in **insurable gross profit**, resume or maintain **your** normal **business** operations or services following such **insured damage**.

## How we will settle your claim

### 1. Sum insured

We will not pay more than the **sum(s) insured** shown in the **schedule**. When the **sum insured** for 'Insurable gross profit with additional increased cost of working' is reduced following a loss, we will automatically increase the reduced total **sum insured** to its value immediately before the loss, provided that **you** pay or agree to pay the additional **premium** required by **us**.

### 2. Settlement of business interruption claims

When we agree to provide cover for 'insurable gross profit', claims will be settled as follows:



#### a) During the first twelve (12) weeks

During the first twelve (12) weeks from the date on which the insured damage occurred:

Indicative industry rate of gross profit x amount by which the turnover, since the insured damage happened, fell short of the turnover in the corresponding twelve (12) weeks immediately before such insured damage

Plus any additional expenses necessarily incurred for the sole purpose of lessening the reduction in insurable gross profit, providing such additional expenses do not exceed the reduction in insurable gross profit avoided.

Any amount paid will be adjusted to take into account any demonstrated trends in the **business** and any other demonstrated influences that would vary the **turnover**, including adjustment for:

- i. any increases in **turnover** achieved through any action taken or benefit received by you or **your business**, whether at **your premises** or at another location, and including through the conduct of business by telephone, online or through any other channel or medium; and
- ii. any reduction in **turnover** that would have occurred even if the event, occurrence, fact, matter or circumstance covered under this section had not interrupted or interfered with **your business**.

We will not reduce the amount paid by deducting expenses normally incurred in the business which reduce or cease as a result of insured damage.

#### b) After the first twelve (12) weeks

After the first twelve (12) weeks from the date on which the insured damage occurred and until the end of the indemnity period:

Calculated rate of gross profit x amount by which the turnover, since the insured damage happened, fell short of:

- i. the turnover in the corresponding twelve (12) month period in the year before such insured damage; or
- ii. a period of your normal business operations that corresponds most closely to the indemnity period if your business has operated for less than a year at the time of the insured damage.

Plus any additional expenses necessarily incurred for the sole purpose of lessening the reduction in insurable gross profit, providing such additional expenses do not exceed the reduction in insurable gross profit avoided.

Any amount paid will be adjusted to take into account:

- i. any trends in the **business** and any other influences that would vary the **turnover**, including adjustment for:
  - a. any increases in **turnover** achieved through any action taken or benefit received by you or your **business**, whether at your **premises** or at another location, and including through the conduct of business by telephone, online or through any other channel or medium; and
  - b. any reduction in **turnover** that would have occurred even if the event, occurrence, fact, matter or circumstance covered under this section had not interrupted or interfered with **your business**; and
- ii. any expenses normally incurred in the business which reduce or cease as a result of insured damage.

### 3. Progress payments

We will make periodic progress payments for any amounts covered under this policy.

### 4. Accumulated stock

Any amount paid will be adjusted to take into account a fair allowance if any shortage in **turnover** is postponed because the **turnover** being temporarily maintained is from accumulated stock.

### 5. Departmental clause

If **your business** is conducted in departments and each of the departments **turnover** can be determined, the provisions of the 'Settlement of business interruption claims' section will apply separately to each department affected by the **insured damage**.

### 6. Closure of your business

If during the **indemnity period** you permanently close **your business**, for any reason (including involuntary closure), then the **indemnity period** will end on the day you permanently close **your business** unless we agree in writing to continue this period.

Nothing in this clause shall affect **your** right to an equitable adjustment where the decision to close the **business** is taken with **our** approval and arises directly as a result of the interruption or interference of **your business** from a circumstance covered by this **cover section**.

#### **7. New business**

In the event of **insured damage** occurring at the premises before the completion of the first year's trading of **your business**, fair adjustments shall be made to the **calculated rate of gross profit, rental income and turnover** as may be necessary to convert to a 12 month equivalent figure from the commencement date of your **business** and the date of the **insured damage**.

## 8. Underinsurance

We will reduce a claim under this policy for 'insurable gross profit' if the **sum insured for insurable gross profit** is less than the **calculated rate of gross profit** applied to eighty percent (80%) of the **turnover** from the twelve (12) months immediately before the **insured damage** happened.

We will only pay the proportion of any claim that **sum insured for insurable gross profit** bears to eighty percent (80%) of the **turnover** for the year immediately prior to the date of the **insured damage**.

If the **indemnity period** is more than twelve (12) months the **turnover** figure used for the calculation of underinsurance will be proportionally increased.

If the **sum insured for 'insurable gross profit'** shown in the **schedule** has been calculated using a Business Interruption Calculator approved by us and your 'GST exclusive sales income' figures from your Business Activity Statement are as stated in the calculation from the approved calculator, then this clause will not apply.

### Underinsurance example:

- You take out a policy with a twelve (12) month **indemnity period** where the **sum insured for insurable gross profit** is \$600,000.
- Your **turnover** for the year immediately prior to the date of the **insured damage** was \$1,000,000.
- 80% of the **turnover** for the year immediately prior to the date of the **insured damage** is \$800,000.
- You make a claim for a reduction in **insurable gross profit** totalling \$400,000.

a) sum insured	
c) 80% of turnover for the year prior	x (d) amount of claim

(a) \$600,000	
(c) \$800,000	x (d) \$400,000 = \$300,000

Our payment to you would be reduced to \$300,000, less any **excess**.

## Extensions of Cover

Except where stated otherwise, provided that the total **sum insured** shown in the **schedule** for this **cover section** is not exceeded, we will provide cover for the following Extensions of Cover in respect of either 'Insurable gross profit with additional increased cost of working' or 'Additional increased costs of workings only'.

Extensions of cover:	Exclusions and restrictions that apply:
<p><b>1. Catastrophe cover</b></p> <p>When Extension of Cover 20 'Catastrophe cover' under the Property Protection <b>cover section</b> applies, and the <b>indemnity period</b> stated in the <b>schedule</b> is twelve (12) months or more, we will increase the <b>indemnity period</b> by a further three (3) months, providing that you undertake the reinstatement of your <b>business</b> at the existing or an alternative premises.</p>	<p>This Extension of Cover only applies to 'insurable gross profit with additional increased cost of working'.</p>
<p><b>2. Computer Equipment</b></p> <p>We will cover interruption or interference of your <b>business</b> caused by <b>Insured damage</b> to computer installations including ancillary equipment and data processing media utilized by you.</p>	<p>We will not pay more than twenty percent (20%) of the <b>sum insured</b> for <b>insurable gross profit</b> in respect of this Extension of Cover.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<p><b>3. Customers and Suppliers</b></p> <p>We will cover interruption or interference of <b>your business</b> caused by <b>insured damage</b> to:</p> <ul style="list-style-type: none"> <li>a. property at the premises of any of: <ul style="list-style-type: none"> <li>i. <b>your</b> suppliers of goods, materials, produce, or services, including their direct suppliers;</li> <li>ii. repairers or processors of materials, components or goods used by the <b>business</b>; or</li> <li>iii. manufacturers of products utilised or sold by the <b>business</b>.</li> </ul> </li> <li>b. property at: <ul style="list-style-type: none"> <li>i. the premises of any of <b>your</b> customers, or property at the premises of their direct suppliers or customers; or</li> <li>ii. work sites when your <b>business</b> includes work away from <b>your premises</b>.</li> </ul> </li> </ul>	<p>We will not pay more than twenty percent (20%) of the <b>sum insured</b> for <b>insurable gross profit</b> in respect of this Extension of Cover.</p> <p>We will not pay for losses involving utilities, including internet connection, under this Extension of Cover.</p>
<p><b>4. Explosion of boilers and pressure vessels</b></p> <p>We will cover interruption or interference of <b>your business</b> caused by an explosion or implosion of a boiler or pressure vessel.</p>	
<p><b>5. Insured damage in the vicinity</b></p> <p>We will cover interruption or interference of <b>your business</b> caused by <b>insured damage</b> :</p> <ul style="list-style-type: none"> <li>a. to any property within a multi-tenanted commercial complex within which your business is located; or</li> <li>b. to property within a fifty (50) kilometre radius of <b>your premises</b>;</li> </ul> <p>which prevents the use or access to the <b>premises</b>.</p>	<p>This Extension of Cover only applies if the <b>damage</b> would have been covered under the Property Protection cover section of this policy, if the property in the vicinity of the <b>premises</b> had been <b>insured</b> under that cover section.</p>
<p><b>6. Non-owned property at the premises</b></p> <p>We will cover interruption or interference of <b>your business</b> caused by <b>insured damage</b> to <b>your</b> landlord's and/or other non-owned property used by <b>you</b> at the <b>premises</b>.</p>	
<p><b>7. Registered motor vehicles</b></p> <p>We will cover interruption or interference of <b>your business</b> caused by <b>Insured damage</b> to registered motor vehicles, motorcycles, caravans and trailers, that are owned and/or operated by <b>you</b> but only while the <b>Insured damage</b> occurs at <b>your premises</b> or at another location where <b>you</b> conduct business within Australia but not on a public thoroughfare.</p>	
<p><b>8. Prevention of access by a public or civil authority</b></p> <p>We will cover interruption of the whole of <b>your business</b> caused solely and directly by any action taken under law by a public or civil authority:</p> <ul style="list-style-type: none"> <li>a. preventing access to the whole of <b>your premises</b> by enforced closure; or</li> <li>b. imposing a public evacuation;</li> </ul> <p>as a result of <b>damage</b> to or threat of <b>damage</b> to property within a fifty (50) kilometre radius of <b>your premises</b>.</p>	<p>There is no cover for any <b>personal injury, damage to property</b>, loss, damage, destruction, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any disease determined at any time before or during the <b>period of insurance</b> to be a listed human disease under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) or which is the subject of a Human Biosecurity Emergency under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) and whether the disease manifested or was discovered or occurred at the location of <b>your premises</b> or elsewhere.</p> <p>When we settle a claim it may be adjusted, and <b>you</b> will not have cover to the extent of the adjustment, in accordance with clause 2 (Settlement of business interruption claims) under "How we will settle your claim", by trends or influences that would have interrupted the whole or a part of <b>your business</b> even if the prevention of access contemplated by extension 8 ("Prevention of access by a public or civil authority") had not interrupted <b>your business</b>.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<p><b>9. Prevention of access due to murder, suicide or infectious disease</b></p> <p>We will cover interruption of the whole of <b>your business</b> caused solely and directly by:</p> <ul style="list-style-type: none"> <li>a. closure or evacuation of all or part of the <b>premises</b> by any legal authority as a result of vermin or other animal pests at the <b>premises</b>;</li> <li>b. bomb threat at or to the <b>premises</b>;</li> <li>c. action taken under law by a public or civil authority preventing access to the whole of <b>your premises</b> by enforced closure due to the outbreak of an infectious or contagious human disease manifesting and diagnosed as occurring only within a twenty (20) kilometre radius of <b>your premises</b>, provided that there is no manifestation of that infectious or contagious human disease and it is not diagnosed as occurring outside of the twenty (20) kilometre radius of <b>your premises</b>;</li> <li>d. hygiene problems associated with drains or other sanitary arrangements at the <b>premises</b>;</li> <li>e. poisoning directly caused by the consumption of food or drink provided on the <b>premises</b>; and</li> <li>f. murder or suicide occurring at or within a twenty (20) kilometre radius of <b>your premises</b>.</li> </ul>	<p>There is no cover for any <b>personal injury, damage to property</b>, loss, damage, destruction, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any disease determined at any time before or during the <b>period of insurance</b> to be a listed human disease under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) or which is the subject of a Human Biosecurity Emergency under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) and whether the disease manifested or was discovered or occurred at the location of your <b>premises</b> or elsewhere.</p> <p>When we settle a claim it may be adjusted, and <b>you</b> will not have cover to the extent of the adjustment, in accordance with clause 2 (Settlement of business interruption claims ) under "How we will settle your claim", by trends or influences that would have interrupted the whole or a part of <b>your business</b> even if the prevention of access contemplated by extension 9 ("Prevention of access due to murder, suicide or infectious disease") had not interrupted <b>your business</b>.</p>
<p><b>10. Storage, transit, bridges, railway lines and roads</b></p> <p>We will cover interruption or interference of <b>your business</b> caused by <b>insured damage</b> to:</p> <ul style="list-style-type: none"> <li>a. <b>your</b> property stored at any premises not occupied by you;</li> <li>b. <b>your</b> property while in transit outside of the <b>premises</b> occupied by <b>you</b>;</li> </ul> <p>or</p> <p>bridges, railway lines and roads over which <b>stock</b>, components and materials are ordinarily conveyed to and from the <b>premises</b>.</p>	<p>We will not pay more than twenty percent (20%) of the <b>sum insured</b> for <b>insurable gross profit</b> in respect of this Extension of Cover.</p>
<p><b>11. Utilities</b></p> <p>We will cover interruption or interference of <b>your business</b> caused by <b>insured damage</b> to land based property that belongs to or is controlled by any organisation that produces, supplies or delivers communication services (including internet connection), electricity, gas, water or sewerage used by the <b>business</b>.</p>	<p>We will not pay for claims unless the <b>interruption</b> of the supply extends for greater than forty-eight (48) hours unless the property of the supplier is at or immediately adjacent to <b>your premises</b>.</p>

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **general terms and conditions**.

## Optional Amendments of Cover

Extensions of cover:	Exclusions and restrictions that apply:
<p><b>12. Additional claims preparation costs</b></p> <p>If 'Additional Claims Preparation Costs' is shown in the <b>schedule</b>, then in addition to payment available for professional fees to assist <b>you</b> in the preparation and negotiation of a claim under General Terms and Conditions 2 Our Actions and Obligations (b), <b>we</b> will pay for costs incurred that are not otherwise recoverable for processing and certifying details of claims under <b>cover sections</b> Property Protection and Business Interruption.</p>	<p><b>We</b> will pay up to the <b>sum insured</b> shown in the <b>schedule</b> for 'Additional Claims Preparation Costs.'</p>

## Definitions

The following definitions shall apply to the terms used in this **cover section**.

Term	Definition
<b>Calculated rate of gross profit</b>	<b>Calculated rate of gross profit</b> means the ratio of <b>insurable gross profit</b> to <b>turnover</b> earned during the financial year immediately before the financial year in which the <b>insured damage</b> happened.
<b>Damage or Damaged</b>	<p><b>Damage</b> or <b>damaged</b> means accidental physical damage, destruction or loss.</p> <p><b>Damage</b> or <b>damaged</b> does not include the actual or alleged exposure of <b>property</b> to any harmful substance or agent, whether on the surface of the <b>property</b> or otherwise and which substance or agent does not change the physical characteristics of the <b>property</b> (whether or not it impairs the <b>property's</b> utility).</p>
<b>Indemnity period</b>	For the purpose of this <b>cover section</b> only, <b>indemnity period</b> means the period that starts with the occurrence of the <b>damage</b> that causes the interruption or interference to <b>your business</b> and ends no later than the number of months shown in the <b>schedule</b> during which the interruption or interference to <b>your business</b> occurs.
<b>Indicative industry rate of gross profit</b>	<b>Indicative industry rate of gross profit</b> means ratios from data provided by an insurance industry specialist chosen by <b>us</b> , matched to businesses of the same or nearest equivalent ANZSIC classification as <b>your business</b> .
<b>Insurable gross profit</b>	<b>Insurable gross profit</b> means <b>turnover</b> less the cost of freight, packing, bad debts, and the purchase of goods, materials, components, or <b>stock</b> .
<b>Insured damage</b>	<p>Insured damage means:</p> <ol style="list-style-type: none"> <li>1. <b>damage</b> when both the property that is <b>damaged</b> and the cause of the <b>damage</b> is covered, or would have been covered but for the application of any <b>excess</b>, by: <ol style="list-style-type: none"> <li>a. <b>your</b> policy under one or more of the following <b>cover sections</b>: <ol style="list-style-type: none"> <li>(i) Property Protection;</li> <li>(ii) Crime; or</li> <li>(iii) Portable Property;</li> </ol> </li> <li>b. another insurance policy that insures <b>your</b> property and names <b>you</b> as the insured.</li> </ol> <p>Provided that:</p> <ol style="list-style-type: none"> <li>(i) <b>we</b> receive written confirmation of the extent of cover from the insurer who issued this other policy; and</li> <li>(ii) cover for both the property that is <b>damaged</b> and the cause of the <b>damage</b> that would have been covered, or would have been covered but for the application of an <b>excess</b>, under one of the <b>cover sections</b> shown in 1 (a) above had that <b>cover section</b> formed part of <b>your</b> policy; or</li> </ol> </li> <li>2. <b>damage to property</b> noted within any of Extensions of Cover of this <b>cover section</b> which would have been covered under one or more of the following <b>cover sections</b>: <ol style="list-style-type: none"> <li>(i) Property Protection;</li> <li>(ii) Crime; or</li> <li>(iii) Portable Property;</li> </ol> </li> </ol>

	<p>if it had been insured under that <b>cover section</b> as part of <b>your</b> policy when the <b>damage</b> happened.</p> <p><b>Insured damage</b> excludes <b>damage</b> to property where such property is located outside <b>Australia</b>.</p>
<b>Rental income</b>	<p><b>Rental income</b> means <b>your</b> gross rental income including any other monies paid by the lessee under the terms of the rental or leasing agreement.</p>
<b>Turnover</b>	<p><b>Turnover</b> means:</p> <ul style="list-style-type: none"> <li>a. income derived from the sale of products and services including electrical power generated and sold or any Government approved incentives, subsidies or market development allowances <b>you</b> are entitled to in relation to <b>your business</b> in the course of <b>your business</b>; and</li> <li>b. <b>rental income</b> shown in the <b>schedule</b> including any other monies paid by the lessee under the terms of the rental or leasing agreement.</li> </ul>

## CRIME

Under this cover section you can choose to purchase cover for:

1. 'Theft';
2. 'Money'; and/or
3. 'Employee Fraud'.

### What you are covered for

When **you** purchase this cover and pay or agree to pay **us** the premium for it, **we** will pay up to the **sum insured** shown in the **schedule** for:

#### 1. Theft

**property** that is lost or **damaged** as a result of **theft** at the **premises** following:

- a. visible, forcible and violent entry into or exit from a **building** at the **premises**;
  - b. a person hiding on the **premises** during normal operating hours until the **premises** are closed and **locked** up;
  - c. an actual, attempted or threatened armed hold up;
  - d. an actual, attempted or threatened assault or violent act; or
  - e. a visible, forcible and violent entry into any **locked** cabinet, counter or showcase;
- that happens during the **period of insurance**;

#### 2. Money

loss, **damage** or destruction of **your money**, including **theft** of **money**:

- a. whilst in direct **transit** to or from the **premises**;
  - b. while contained in the night **safe**, night depository chute or automatic teller machine of any **bank** up until the close of business on the next **bank** trading day following **your** deposit;
  - c. on the **premises**;
  - d. in a **locked safe** or **strongroom**; or
  - e. in **your** personal custody or the personal custody of an authorised person while in a private residence at the time of the loss;
- during the **period of insurance**; or

#### 3. Employee Fraud

**employee fraud** resulting in loss of **property** or **money** provided:

- f. **you** are able to identify which of **your employees** are responsible; or
- g. **you** can satisfactorily demonstrate that the loss was caused by the dishonest conduct of one or more **employees**;

and the **employee fraud** is discovered within one (1) year following the expiry of the **period of insurance** or within one (1) year of the date upon which **your employee** committing the **employee fraud** ceased to be in **your** employment, whichever occurs first.

### How we will settle your claim

#### 1. Sum insured

**We** will not pay more than the **sum(s) insured** shown on the **schedule**. When a **sum insured** for 'theft', 'money' or 'employee fraud' is reduced following loss, **theft** or **employee fraud** covered by this **cover section**, **we** will automatically increase the reduced **sum insured** to its value immediately before the loss, provided that **you** pay or agree to pay the additional **premium** that **we** require. The maximum amount **we** will pay for all acts of **employee fraud** involving a specific **employee** remains limited in the aggregate to the **sum insured**.

#### 2. Excess

The **excess** that applies is shown in the **schedule**.

For **employee fraud** **you** are liable for the **excess** for each and every claim resulting from an act or series of related acts of **employee fraud** by **your employee**.

Only one **excess** will apply to all claims resulting from the same event.



### 3. Settlement of crime claims

When **we** provide cover under this **cover section**, **we** will settle claims as follows depending on the type of **property** or **money** lost or **damaged**:

Types of property/money	How we will settle claims
Certificates of stock, bonds, coupons and all other types of securities	<p>a. the cost of replacement paid or payable by <b>you</b>; or</p> <p>b. the fair market value of lost, <b>damaged</b> or destroyed securities at the close of business on the business day immediately preceding the date on which the loss was discovered.</p>
<b>Contents</b>	<p><b>We</b> will ordinarily repair or replace the <b>contents</b>.</p> <p>If <b>we</b> cannot do either of those, then <b>we</b> will provide <b>you</b> with a fair cash settlement, which will enable <b>you</b> to repair the contents or replace them with new equivalent contents.</p>
Loss of subscription, conversion or redemption privileges through the loss of any security	The value immediately preceding the expiration of the subscription, conversion or redemption, in the currency in which the loss was sustained.
<b>Money</b> (other than certificates of stock, bonds, coupons and all other types of securities or travellers' cheques)	<b>We</b> will pay the amount of <b>money</b> lost.
<b>Safes</b> or <b>strongrooms</b>	<p><b>We</b> will ordinarily repair the <b>safe</b> or <b>strongroom</b>, or replace the <b>safe</b> or <b>strongroom</b> with an item of a specification equal to but not better or more extensive than it was when new.</p> <p>If <b>we</b> cannot do either of those, then <b>we</b> will provide <b>you</b> with a fair cash settlement, which will enable <b>you</b> to repair the <b>safe</b> or <b>strongroom</b> or replace the <b>safe</b> or <b>strongroom</b> with a new equivalent.</p>
<b>Stock</b>	<p><b>We</b> will ordinarily repair the stock or replace it with stock of specification equal to but not better than it was.</p> <p>If <b>we</b> cannot repair or replace the stock, then <b>we</b> will provide <b>you</b> with a fair cash settlement, which will enable <b>you</b> to repair the stock or if repair is not practicable, then replace the stock with new equivalent stock.</p>
Travellers' cheques, discount house vouchers or lottery tickets.	The original purchase price incurred by <b>you</b> .

### 4. Foreign currencies

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

### 5. Proof of loss

For **employee fraud** covered by this **cover section**, **we** will accept as proof of **your** loss, a certified statement from your auditor or accountant that shows the value of the **property** or **money** that is lost.

## Extensions of Cover

We will, if they apply, provide cover for the following Extensions of Cover:

Extensions of cover:	Exclusions and restrictions that apply:
<p><b>1. Bank or public holiday increase</b></p> <p>The <b>sum insured</b> for 'money' is increased by 100% on days that are bank or public holidays. This increase shall continue to apply up until 4:00pm on the first <b>bank</b> trading day after such holiday.</p>	<p>Provided that this Extension of Cover does not apply to:</p> <ul style="list-style-type: none"> <li>a. <b>damage to safes or strongrooms;</b> or</li> <li>b. <b>money on premises outside business hours;</b> and</li> </ul> <p>is not cumulative with Extension of Cover 17. – 'Seasonal or festive increase'.</p>
<p><b>2. Business records</b></p> <p>In addition to the <b>sums insured</b> for 'theft' or 'money' <b>we</b> will also pay the costs necessarily incurred by <b>you</b> to recompile <b>business</b> books, computer system records, patterns, plans, and other <b>business</b> records following a <b>theft</b> which is covered by this <b>cover section</b>.</p>	<p>The maximum amount that <b>we</b> will pay for this Extension of Cover during the <b>period of insurance</b> is limited to \$25,000.</p>
<p><b>3. Clothing and personal effects</b></p> <p>In addition to the <b>sums insured</b> for 'theft' or 'money' <b>we</b> will also pay the cost of replacing personal effects belonging to directors, employees and visitors to your <b>premises</b> or visitors to another location where <b>you</b> conduct business, that are lost or <b>damaged</b> during <b>theft</b>.</p>	<p>The maximum amount <b>we</b> will pay for this Extension of Cover is limited to \$10,000 in total any one event.</p>
<p><b>4. Contents in storage</b></p> <p>If 'Theft' is shown as 'Included' in the <b>schedule</b> <b>we</b> will pay for <b>theft of property</b> whilst stored in a secure commercial storage facility in <b>Australia</b>, providing the commercial storage facility is:</p> <ul style="list-style-type: none"> <li>a. fully enclosed and lockable; and</li> <li>b. only accessible by <b>you</b> or someone authorised by <b>you</b>.</li> </ul>	<p>The maximum <b>we</b> will pay for this Extension of Cover is:</p> <ul style="list-style-type: none"> <li>a. \$25,000 any one event; or</li> <li>b. the <b>sum insured</b> for 'theft';</li> </ul> <p>whichever is less.</p>
<p><b>5. Continuity of cover</b></p> <p>If:</p> <ul style="list-style-type: none"> <li>a. 'Employee Fraud' is shown as 'Included' in the <b>schedule</b>;</li> <li>b. this <b>cover section</b> replaces any prior <b>employee fraud</b> insurance cover or fidelity insurance cover held by <b>you</b> with any other insurer; and</li> <li>c. cover under this <b>cover section</b> commences immediately after cover under the prior cover referred to in 5(b) ends;</li> </ul> <p>then this <b>cover section</b> extends to cover any <b>employee fraud</b> discovered during the <b>period of insurance</b> where that <b>employee fraud</b> is not covered by the above stated prior cover solely because it was not discovered during the time the above stated prior cover was in force or during any applicable extended reporting period.</p>	<p>Provided that under this Extension of Cover:</p> <ul style="list-style-type: none"> <li>a. the amount of the loss shall form part of and will not be in addition to the <b>sum insured</b>; and</li> <li>b. the <b>property or money</b> lost would have been covered under this <b>cover section</b> if this <b>cover section</b> had been in force when the <b>employee fraud</b> causing the loss was committed.</li> </ul> <p><b>We</b> will pay the lesser of:</p> <ul style="list-style-type: none"> <li>a. the amount which would have been payable under the stated prior cover if that prior cover had continued in force or had applied at the date of discovery of the <b>employee fraud</b>; or</li> <li>b. the <b>sum insured</b> for 'Employee Fraud' at the date of substitution.</li> </ul>
<p><b>6. Cost of recovery</b></p> <p>If 'Employee Fraud' is shown as 'Included' in the <b>schedule</b> and <b>you</b> sustain an <b>employee fraud</b> loss covered by this <b>cover section</b> that is greater than the <b>sum insured</b>, <b>we</b> will pay for costs and expenses <b>you</b> have reasonably incurred in an attempt to recover lost <b>property</b> or <b>money</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to an additional twenty percent (20%) of the <b>sum insured</b> for 'Employee Fraud'.</p>
<p><b>7. Counterfeit currency</b></p> <p>If 'Money' is shown as 'Included' in the <b>schedule</b> <b>we</b> will, subject to the <b>sum insured</b> for 'money', also pay for loss of <b>money</b> due to <b>your</b> acceptance of counterfeit Australian currency for goods or services supplied by <b>you</b> in connection with <b>your business</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$500 in total, in any one <b>period of insurance</b>.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<p><b>8. Death following assault benefit</b></p> <p>Following a <b>theft</b> which is covered by this <b>cover section</b>, if any person is injured while protecting or attempting to protect <b>property</b> or <b>money</b> from <b>theft</b> and death results from this injury within twelve (12) months, in addition to the <b>sums insured</b> for 'theft' or 'money' <b>we</b> will pay a \$10,000 'death following assault benefit' to the estate of that person.</p>	
<p><b>9. Disposal of damaged property</b></p> <p>In addition to the <b>sum insured</b> for 'theft' <b>we</b> will also pay the costs necessarily incurred by <b>you</b> to dispose of <b>damaged property</b> as a result of <b>theft of property</b> which has no salvage value.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$5,000 in total for any one event.</p>
<p><b>10. Illegal use of corporate credit cards</b></p> <p>If 'Theft' is shown as 'Included' in the <b>schedule</b> and any corporate credit card used by the <b>business</b> is lost or stolen during the <b>period of insurance</b>, <b>we</b> will pay for any financial loss sustained by <b>you</b> arising from the illegal use of the card by an unauthorised person.</p>	<p>Provided that:</p> <ul style="list-style-type: none"> <li>a. <b>we</b> will not pay any financial loss arising from the misuse or illegal use of corporate credit cards by <b>your employees</b> or any other person acting in collusion with an <b>employee of yours</b> unless 'Employee Fraud' is shown as 'Included' in the <b>schedule</b>; and</li> <li>b. the maximum <b>we</b> will pay for this Extension of Cover is limited to \$5,000 in total any one event.</li> </ul> <p>Cover under this Extension of Cover will be reduced by any repayment or reimbursement provided by the corporate card issuer.</p>
<p><b>11. Locks and Keys</b></p> <p>In addition to the <b>sums insured</b> for 'theft' or 'money' <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>a. the cost incurred to replace the locks, keys, magnetic keys or cards or similar devices;</li> <li>b. the cost incurred to replace the sequence of numbers or letters within a key or locking device that become known by any unauthorised person;</li> <li>c. the cost incurred to replace the unauthorised duplication of keys, magnetic keys or cards or similar devices;</li> <li>d. the cost of opening any <b>safes</b> and <b>strongrooms</b>; or</li> <li>e. other costs that are necessarily incurred to restore the security of the <b>premises</b> to the same level of security that existed prior to the loss of these keys;</li> </ul> <p>if during the <b>period of insurance</b> any locks, keys, magnetic keys or cards or similar devices or combinations used at the <b>premises</b> are stolen or there are reasonable grounds to believe these have been duplicated.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$10,000 in total for any one event.</p>
<p><b>12. Money during business travel</b></p> <p>In addition to the <b>sum insured</b> for 'money', <b>we</b> will pay for loss of <b>money</b> in <b>your</b> personal custody while <b>you</b> are travelling for <b>your business</b> anywhere in the world. Personal custody includes your carriage of money in carry-on baggage while on a commercial flight, but not in baggage stored in the aircraft's hold.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$10,000 in total, for any one event.</p>
<p><b>13. Property temporarily removed</b></p> <p><b>We</b> will pay for <b>theft of property</b> (if 'Theft' is shown as 'Included' in the <b>schedule</b>) during the <b>period of insurance</b> as insured by this <b>cover section</b> while <b>your property</b> is temporarily removed to any other premises within <b>Australia</b>.</p> <p>Provided that:</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to twenty percent (20%) of the <b>sum insured</b> for 'theft'.</p> <p>This Extension of Cover will not apply to any <b>property</b> which has been removed for a period greater than ninety (90) days without <b>our</b> prior written consent.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<ul style="list-style-type: none"> <li>a. <b>we</b> will not cover alcoholic beverages, cigars, cigarettes, tobacco or tobacco products; and</li> <li>b. <b>we</b> will not cover <b>property</b> that is on consignment to another party unless it is owned by <b>you</b> or is <b>property</b> for which <b>you</b> are responsible.</li> </ul>	
<p><b>14. Safes and strongrooms</b></p> <p>In addition to the <b>sums insured</b> for 'theft' or 'money' we will also pay:</p> <ul style="list-style-type: none"> <li>a. <b>damage</b> to <b>safes</b> and <b>strongrooms</b> following theft;</li> <li>b. the cost of opening any <b>safes</b> and <b>strongrooms damaged</b> as a result of <b>theft</b>.</li> </ul>	<p>The maximum amount <b>we</b> will pay for this Extension of Cover is limited to \$10,000 in total for any one event, unless shown otherwise in the <b>schedule</b>.</p>
<p><b>15. Seasonal or festive increase</b></p> <p>The <b>sums insured</b> for:</p> <ul style="list-style-type: none"> <li>a. 'theft'; and</li> <li>b. 'money';</li> </ul> <p>are increased by fifty percent (50%) for losses occurring during any time that <b>you</b> can reasonably demonstrate that the respective levels of <b>stock</b> (for 'theft') or <b>money</b> (for 'money') during the period have risen by more than twenty percent (20%) above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of festive, holiday, religious, bank holidays or other recognised public events.</p> <p>Provided that if 'Contents including stock' is shown as 'Included' in the <b>schedule</b> the increased cover will only apply to the portion of the total amount that relates to <b>stock</b>.</p>	<p>Provided that this Extension of Cover:</p> <ul style="list-style-type: none"> <li>a. will not extend the insurance beyond the <b>period of insurance</b>;</li> <li>b. does not apply to <b>money</b> on <b>premises</b> outside <b>business hours</b>; and</li> <li>c. will not apply to <b>money</b> on the individual days mentioned under Extension of Cover 1. – 'Bank or public holiday increase'.</li> </ul>
<p><b>16. Security</b></p> <p>In addition to the <b>sums insured</b> for 'theft' or 'money', <b>we</b> will pay the costs necessarily incurred by <b>you</b> to restore the security system to its former functionality following <b>theft</b> that is covered by this <b>cover section</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$10,000 in total, any one event.</p>
<p><b>17. Temporary cover for new premises</b></p> <p><b>We</b> will pay for <b>theft</b> of <b>property</b> (if 'Theft' is shown as 'Included' in the <b>schedule</b>) or loss of <b>money</b> (if 'Money' is shown as 'Included' in the <b>schedule</b>) as insured by this <b>cover section</b> at any premises that is used by <b>your business</b> for the first time during the <b>period of insurance</b> for a period of ninety (90) days from the date <b>you</b> first occupy new premises.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>a. the new premises have <b>building</b> and security features that are similar to those at one of the <b>premises</b> shown in the <b>schedule</b>, having the same occupation;</li> <li>b. any <b>money</b> claimed for is the <b>property</b> of the <b>business</b> shown in the <b>schedule</b>; and</li> <li>c. <b>you</b> provide <b>us</b> with the details we ask for about the new premises within ninety (90) days of <b>you</b> first using the new premises.</li> </ul> <p>If <b>we</b> agree to cover the <b>property</b> at the new premises beyond the ninety (90) consecutive day period, <b>you</b> must pay or agree to pay <b>us</b> any additional <b>premium</b> we ask for.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to:</p> <ul style="list-style-type: none"> <li>a. fifty percent (50%) of the <b>sum insured</b> for <b>theft</b>; and</li> <li>b. fifty percent (50%) of the <b>sum insured</b> for <b>money</b>.</li> </ul>
<p><b>18. Temporary protection</b></p> <p>Following a <b>theft</b> which is covered by this <b>cover section</b>, <b>we</b> will, in addition to the <b>sums insured</b> for 'theft' or 'money' pay for costs</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$10,000 in total, for any one event.</p>

Extensions of cover:	Exclusions and restrictions that apply:
necessarily incurred by <b>you</b> to safeguard the <b>premises</b> including but not limited to temporary repairs or, if reasonably required, the employment of security personnel or guards.	
<p><b>19. Theft without forcible entry</b></p> <p>If 'Theft' is shown as 'Included' in the <b>schedule we</b> will, subject to the <b>sum insured</b> for 'theft', pay for loss or <b>damage</b> to <b>property</b> caused by <b>theft</b> from the <b>premises</b> even if there is no visible, forcible and violent entry.</p>	<p>Provided that under this Extension of Cover <b>we</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a. <b>theft</b> involving shoplifting;</li> <li>b. <b>theft</b> by <b>you</b> or any of <b>your employees</b>; or</li> <li>c. consequential loss of any kind.</li> </ul> <p>'What <b>you</b> are not covered for' 1. 'theft from any open-sided structure' does not apply to this Extension of Cover.</p> <p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$20,000 for any one event.</p>
<p><b>20. Trade shows, fairs and exhibitions</b></p> <p>If 'Theft' is shown as 'Included' in the <b>schedule we</b> will, subject to the <b>sum insured</b> for 'theft' pay for <b>theft</b> of <b>property</b> whilst at trade shows, fairs and exhibitions including whilst in transit between the <b>premises</b> and the trade show, fair or exhibition.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is <b>sum insured</b> for 'theft' or \$25,000 for any one event, whichever is less.</p>
<p><b>21. Utility authority charges</b></p> <p>If 'Theft' is shown as 'Included' in the <b>schedule we</b> will, subject to the <b>sum insured</b> for 'theft', also pay for the costs levied on <b>you</b> by any utility company or authority for water, gas and electricity usage arising from the <b>theft</b> of water or gas at the <b>premises</b>, but not when stolen by <b>you</b> or someone that works for <b>you</b>.</p>	<p>The maximum <b>we</b> will pay for this Extension of Cover is limited to \$10,000 in total, any one event.</p> <p>The benefits payable under 'Property Protection' <b>cover section</b> Extension of Cover - 17. 'Utility authority charges' shall not be cumulative.</p>

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **general terms and conditions**.

## Optional Extensions of Cover

### 1. Additional audit and claims preparation costs

If 'Additional audit and claims preparation costs' is shown as 'Included' in the **schedule** in addition to payment available for 'Claims preparation costs' under the **General Terms and Conditions** of this policy, **we** will pay costs incurred with **our** approval for reasonable professional fees and such other expenses for processing and certifying details of a claim for **employee fraud** under this **cover section** up to an amount equal to the **sum insured** for 'Additional Audit and Claims preparation costs'.

## Optional Amendments in Cover

### 2. Theft

Where 'Theft' is shown as 'Not included' in the **schedule we** will not pay for **property** that is lost or **damaged** as a result of theft.

### 3. Money

Where 'Money' is shown as 'Not included' in the **schedule we** will not pay for loss of **money** including **theft** of **money** except where 'Employee Fraud' is shown as 'Included' in the **schedule** and then only to the extent of that cover.

### 4. Employee Fraud

Where 'Employee Fraud' is shown as 'Not included' in the **schedule we** will not pay for **employee fraud**.

## What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), we will not pay for:

1. **theft** of **property** from any open-sided structure such as, but not limited to, verandas, yards or other open spaces whether they are partially or fully enclosed by a **building** or not;

2. **theft of property** when entry has been made using a key or security code;
3. **physical damage to property** on the **premises** during **theft**;
4. **theft** of motorised vehicles (other than forklifts or similar mobile lifting plant, not otherwise insured) and/or watercraft;
5. **theft of money** from an unattended vehicle that is not **locked**. An example of an unattended vehicle is when it is parked at a petrol bowser and the driver enters the petrol station to pay;
6. **theft of money** from a **safe** or **strongroom**, when the locking device is opened by:
  - a. a key, a magnetic key or card, or similar device;
  - b. a sequence of numbers or letters, or numbers and letters; or
  - c. any combination of the security devices shown in 6. (a) and 6. (b) above, when these security devices are left unsecured on the **premises**;
7. **theft** of obsolete or redundant plant and equipment that is no longer used in the **business** provided that this exclusion shall not apply to items kept for spare parts or **stock**;
8. **theft of money** from a **safe** or **strongroom** that is not **locked** during non-**business hours**;
9. unexplained disappearances or unexplained shortages when resulting from clerical or accounting errors or shortages in the supply of materials to or by **you**;
10. consequential loss of any kind;
11. **theft of money** or **property** arising from the dishonest manipulation of any database or computer system;
12. loss of **money** while a professional money carrier, professional carrier or common carrier is carrying it;
13. loss of **money** due to a fraudulent or dishonest act by **you** or **your employee**, except for:
  - a. **theft** of money by **your employee** following visible, forcible and violent entry to the **premises**; or
  - b. **employee fraud** if shown as 'Included' in the **schedule**;
14. any loss for **employee fraud** resulting directly or indirectly from trading in securities or derivatives, whether or not in **your** name and whether or not in a genuine or fictitious account;
15. loss due to **employee fraud** where proof of its existence or amount depends on any comparison of inventory records with a physical count or a profit and loss computation;
16. for **employee fraud** caused by a particular **employee** that occurs after:
  - a. **you** become aware of an act of **employee fraud** by that particular **employee**; or
  - b. **you** already hold, or should have reasonably held, suspicion that an **employee** has committed an act of **employee fraud**.

## Special Condition

Following **employee fraud**, **you** must retain, to the extent allowed by law, all monies and other assets that are due to any of **your employees** involved in the loss as **we** will treat these monies or assets as a deduction from the amount of the loss.

## Definitions

The following definitions shall apply to the terms used in this **cover section**.

Term	Definition
<b>Bank</b>	<b>Bank</b> means a bank, building society or credit union or an agency for any of these, that is in the business of providing banking services to the public.
<b>Business hours</b>	<b>Business hours</b> means <b>your</b> office and <b>business</b> hours including any overtime hours when <b>you</b> or <b>your employees</b> are on the <b>premises</b> for <b>business</b> purposes.
<b>Damage or damaged</b>	<b>Damage</b> or <b>damaged</b> means accidental physical damage, destruction or loss.

<b>Employee</b>	<p><b>Employee</b> means any person that <b>you</b> have the right to direct during <b>your business</b> activities who is:</p> <ol style="list-style-type: none"> <li>1. employed by <b>you</b>;</li> <li>2. apprenticed to <b>you</b>;</li> <li>3. hired or seconded from another party by <b>you</b>;</li> <li>4. an executive, director or officer of <b>your business</b> whilst performing acts falling within the scope of the usual duties of an <b>employee</b>; or</li> <li>5. a voluntary worker.</li> </ol>
<b>Employee fraud</b>	<p><b>Employee fraud</b> means the unlawful taking of <b>property</b> or <b>money</b> by <b>your employee</b>, whether acting alone or in collusion with others, with the intent to:</p> <ol style="list-style-type: none"> <li>1. cause loss to <b>you</b>; or</li> <li>2. cause loss to any superannuation or pension scheme formed by <b>you</b> and exclusively for the benefit of <b>employees</b>, but does not include any scheme that is administered by a professional fund manager; or</li> <li>3. cause loss to any welfare, social or sporting club formed with <b>your</b> knowledge and consent exclusively for the benefit of <b>employees</b> and their families; or</li> <li>4. benefit any person or organisation other than <b>you</b>.</li> </ol>
<b>Locked</b>	<p><b>Locked</b> means to engage locking mechanisms and activate all security features of a device so that the maximum level of security obtainable by the device is achieved.</p>
<b>Money</b>	<p><b>Money</b>, for the purpose of this <b>cover section</b> only, is extended to include funds held in electronic form in a bank account, <b>money</b> held in trust or for which <b>you</b> are responsible, and which is not otherwise insured and shall also include any cash carrying bag used with the <b>transit</b>.</p>
<b>Property</b>	<p><b>Property</b>, for the purpose of this <b>cover section</b> only, means any tangible property both real or personal of every kind and description belonging to <b>you</b> or that <b>you</b> are responsible for, or which <b>you</b> have assumed responsibility to insure prior to the occurrence of any loss. Provided that this does not include <b>money</b>.</p>
<b>Safe</b>	<p><b>Safe</b> means a burglar-resistant container that has been designed to resist fire and attack by hand-held or power-operated tools which has been specifically designed for the storage of <b>money</b> and valuables but does not include an automated teller machine (ATM).</p>
<b>Strongroom</b>	<p><b>Strongroom</b> means a burglar resistant structure constructed of masonry and steel that has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of <b>money</b> or valuables.</p>
<b>Theft</b>	<p><b>Theft</b> means theft or attempted theft and excludes <b>employee fraud</b>.</p>
<b>Transit</b>	<p><b>Transit</b> means <b>money</b> in <b>your</b> personal custody or in the custody of persons authorised by <b>you</b> whilst being conveyed within <b>Australia</b>. Personal custody includes your carriage of money in carry-on baggage while on a commercial flight, but not in baggage stored in the aircraft's hold.</p>
<b>You or your</b>	<p><b>You or your</b>, for the purpose of loss of <b>money</b> events, is extended to include <b>your</b> directors, officers, partners, <b>employees</b> and if <b>you</b> are a registered club, <b>your</b> club members while acting for the club.</p>

# PORTABLE PROPERTY

## What you are covered for

We will pay up to the **sum insured** shown in the **schedule** for **items** used in **your business** that are **damaged** anywhere in the world during the **period of insurance**.

## How we will settle your claim

### 1. Sum Insured

We will not pay more than the **sum(s) insured** for **specified property** and **unspecified** property shown in the **schedule** during the **period of insurance**. If we pay an amount for a claim under this **cover section**, we will automatically reinstate the **sum insured** to the amount shown on the **schedule**, provided that **you** pay or agree to pay the additional **premium** that we require.

### 2. Excess

**You** are liable for the **excess** for each **and** every claim for an event that results in **damage**.

### 3. Settlement of Portable Property Claims

When we agree to provide **cover** for **damage** to **items**, we will ordinarily pay for the repair or replacement of such **items**. Where we cannot do that, or where **you** reasonably request from us a cash settlement (for example, if **you** tell us **you'd** prefer not to have the **damaged items** replaced), then we will pay the **indemnity** value in respect of **your** claim or part of **your** claim.

The maximum we will pay for **unspecified property** is limited to a maximum amount of \$2,500 for any one **item**.

## What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under the Portable Property section of this policy in any of the following circumstances.

1. We will not pay for consequential loss of any kind.
2. We will not pay for **damage** caused by or arising from:
  - a. mechanical, hydraulic, electronic or electrical breakdown, malfunction or failure of any **item**;
  - b. corruption or loss of **electronic data**;
  - c. insects, termites, vermin;
  - d. chipping, denting or scratching or other aesthetic defects, that do not affect the operation or function of the **item**;
  - e. gradually operating causes such as, but not limited to, wear and tear, atmospheric conditions, mildew, corrosion, disease, fading, rusting or other forms of oxidisation; or
  - f. latent defects, inherent defects, faulty workmanship, faulty material, structural defects or faulty design. Provided that this exclusion shall not apply to the extent that the sentence below or s.46 of the Insurance Contracts Act 1984 (Cth) provides a remedy;

Exclusions 2. (a), (c), (e) and (f) shall apply only to the part of the **item** immediately affected and we will pay for any **damage** to any **item** that is not otherwise excluded that results from **damage** caused by or arising directly from any of these causes.

3. We will not pay for:
  - a. mobile plant, motorised vehicles, watercraft, aerial devices, firearms or **money**; or
  - b. **damage to stock** once it has been used or sold under any contract such that you are no longer responsible for it.



## Definitions

The following definitions shall apply to the terms used in this **cover section**.

Term	Definition
<b>Damage or Damaged</b>	<b>Damage</b> or <b>damaged</b> means accidental physical damage, destruction or loss.
<b>Item</b>	<b>Item</b> means <b>specified property</b> and <b>unspecified property</b> .
<b>Specified property</b>	<b>Specified property</b> means an item that has been individually described and shown in the <b>schedule</b> .
<b>Unspecified property</b>	<b>Unspecified property</b> means an item of <b>contents</b> or <b>stock</b> that is not <b>specified property</b> , and where 'Unspecified Contents' and 'Unspecified Stock' are shown respectively in the <b>schedule</b> .

# EQUIPMENT BREAKDOWN

## What you are covered for

We will pay the costs incurred by **you** for the repair or replacement of **insured equipment** following **breakdown** occurring at the **premises** during the **period of insurance**, in accordance with the 'How we will settle your claim' clause below.

## How we will settle your claim

### 1. Sum insured

Where the '**Specified equipment** option' has been selected, **we** will pay no more than the **sum insured** shown in the **schedule** for the **specified equipment** item which is the subject of the claim.

### 2. Limit any one loss

Where the '**Equipment - blanket cover** option' has been selected, **we** will pay no more than the **sum(s) insured** amounts shown in the **schedule** for each and all **Equipment - blanket cover** items which are the subject of the claim.

### 3. Excess

The **excess** that applies for each and every claim is shown in the **schedule**.

### 4. Settlement of equipment breakdown claims

When **we** agree to provide cover for **breakdown to insured equipment**, in the event of a claim **we** will:

- a. where the **insured equipment** is repairable, pay the cost of repairing the **insured equipment** to a condition substantially the same as but not better than or more extensive than its condition when new.

**We** will not pay any costs related to any alterations, additions, improvements or upgrades, modifications or overhauls.

- b. where the **insured equipment** cannot be repaired, or is deemed by **us** to be beyond economical repair, **we** will pay the fair cost of its replacement by similar **insured equipment** in a condition equal to but not better or more extensive than its condition when new.

- c. where any damage arising from the **breakdown** is confined to a part of the **insured equipment**, the amount that **we** will pay will not exceed the sum representing the fair cost of replacement, if such **insured equipment** had been wholly destroyed.

### 5. Improvement

If an item of **insured equipment**, which is the subject of the claim, cannot be repaired without improving the output capacity or efficiency of that item, **our** payment will be limited to the fair cost of replacing the **insured equipment** less an amount equal to the value of any such improvements.

### 6. Maintenance agreements

**We** will not pay for repairs or replacement of **insured equipment** which is the subject of the **breakdown** when any other party other than **you** has a legal or contractual responsibility to repair or replace such **insured equipment**.

### 7. Obsolete items

If the **insured equipment** is unable to be repaired because parts or materials have become obsolete or no longer available, settlement will be based on the **net realisable value**.

## Extensions of Cover

Where **we** have accepted a claim for the **breakdown** of **insured equipment** **we** will, if they apply, provide cover for the following Extensions of Cover:

Extensions of cover:	Exclusions and restrictions that apply:
<p><b>1. Business interruption</b></p> <p>If <b>you</b> have selected the 'Insurable gross profit with additional increased cost of working' option under 'Business Interruption' <b>cover section</b> <b>we</b> will extend this cover to include reduction in <b>insurable gross profit</b> during the <b>indemnity period</b> that results from interruption or interference of <b>your business</b> caused solely from a <b>breakdown</b> of <b>insured equipment</b> covered by this <b>cover section</b> or which would have been covered but for the application of an <b>excess</b>.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>a. more than \$250,000 for any one claim;</li> <li>b. for any <b>insurable gross profit</b> that is not covered under the 'Business Interruption' <b>cover section</b>; or</li> <li>c. if <b>you</b> do not promptly notify <b>us</b> of the <b>breakdown</b> of the <b>insured equipment</b>.</li> </ul>
<p><b>2. Consultant's fees</b></p> <p><b>We</b> will pay engineering or other consultant's fees reasonably and necessarily incurred by <b>you</b> to ascertain the cause of the <b>breakdown</b>.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>a. more than \$10,000 for any one claim; or</li> <li>b. any fees for the preparing of a claim for <b>breakdown</b> of <b>insured equipment</b>.</li> </ul>
<p><b>3. Demolition and extra cost of reinstatement</b></p> <p>If as a result of the <b>breakdown</b> of <b>insured equipment</b> <b>you</b> incur extra expenses, in complying with the requirements of any Act of Parliament or Regulation, or any By-law or Regulation of any Municipal or other Statutory Authority, in the course of effecting repair or replacement of the <b>insured equipment</b>, <b>we</b> will pay the necessary costs to comply with the requirements.</p>	<p><b>We</b> will not pay for any additional costs associated with <b>you</b> complying with any Act, Regulation, By-law or requirement that was already in place prior to the <b>breakdown</b> of the <b>insured equipment</b>.</p>
<p><b>4. Electronic data restoration</b></p> <p>Where as a result of <b>breakdown</b> of <b>insured equipment</b>, <b>electronic data</b> is lost or damaged, <b>we</b> will pay for the additional costs of repairing or replacing such <b>electronic data</b>, including the cost of gathering or assembling information or necessary software licences.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>a. more than \$15,000 any one claim;</li> <li>b. for any loss or damage: <ul style="list-style-type: none"> <li>i. to <b>electronic data</b> that was created more than five (5) days prior to the occurrence of the <b>breakdown</b>;</li> <li>ii. caused by an error in processing data or error in the use of software;</li> <li>iii. to data, software material caused by a failure or defect; or</li> <li>iv. resulting from, or caused by, the operation or presence of a <b>computer virus</b> that alters or erases data or software in a manner that is undesired by <b>you</b>.</li> </ul> </li> </ul>
<p><b>5. Expediting expenses</b></p> <p>Where <b>we</b> have agreed to pay the cost of repairing or replacing any <b>insured equipment</b>, <b>we</b> will also pay for the costs, reasonably incurred, for</p> <ul style="list-style-type: none"> <li>a. express freight, including overseas air freight;</li> <li>b. charges for overtime and work on public holidays where necessary and reasonably incurred;</li> <li>c. re-programming of the data for the electronic components of <b>machinery</b> items;</li> <li>d. the cost of dismantling and re-erecting of the <b>insured equipment</b> which is the subject of the claim necessary to complete the repairs and removal of debris from the <b>premises</b>; and</li> <li>e. the costs of cleaning, storing, recycling and replacing insulating oil in transformers, capacitors or switch gears, and refrigerant gas or liquids in air-conditioning or refrigeration units.</li> </ul>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>a. more than \$10,000 any one claim;</li> <li>b. for any costs incurred for: <ul style="list-style-type: none"> <li>i. specialists or consultants to travel to or from <b>Australia</b>;</li> <li>ii. air freight by aircraft specifically chartered for the purpose; or</li> <li>iii. <b>breakdown</b> of <b>machinery</b> or <b>electronic equipment</b> that has been hired or is on loan to <b>you</b> from a third party.</li> </ul> </li> </ul>

Extensions of cover:	Exclusions and restrictions that apply:
<p><b>6. Exposed film, records, manuscripts, drawings and other valuable papers and records</b></p> <p>When <b>your insured equipment</b> is exposed film, records, manuscripts, drawing or other valuable papers or records, <b>we</b> will pay <b>you</b> for the cost of blank material plus the cost of transcription from duplicates or from originals.</p>	
<p><b>7. Hazardous substances</b></p> <p>If a hazardous substance is involved or released as a result of a <b>breakdown</b> of <b>insured equipment</b>, <b>we</b> will pay for the <b>increase in cost</b> to repair or dispose of the <b>property</b> insured by this policy.</p> <p>The term <b>increase in cost</b> shall mean that cost of damage or disposal which would not have been incurred had no hazardous substances been present.</p>	<p><b>We</b> will not pay more than \$25,000 for any one claim.</p>
<p><b>8. Incompatible computer systems</b></p> <p><b>We</b> will <b>pay</b> costs incurred with <b>our</b> consent of:</p> <ol style="list-style-type: none"> <li>modification to <b>insured equipment</b>; and</li> <li>replacing or reinstating programs or <b>electronic data</b>;</li> </ol> <p>to achieve compatibility, in the event that settlement of a claim results in replacement of <b>insured equipment</b> with equipment that is incompatible with <b>your</b> undamaged <b>insured equipment</b>, business records, media device programs or storage device programs.</p> <p>The maximum amount <b>we</b> will pay under this extension clause is \$25,000 for any one claim.</p>	
<p><b>9. Portable Specified Property</b></p> <p><b>We</b> will extend cover provided by this <b>cover section</b> to include costs incurred by <b>you</b> in the repair or replacement of portable <b>specified property</b> following <b>breakdown</b> occurring during the <b>period of insurance</b>, provided that the portable <b>specified property</b> is listed in the <b>schedule</b> as <b>specified property</b> under the Portable Property <b>cover section</b> of this policy.</p>	<p><b>We</b> will pay no more for the <b>specified property</b>, which is the subject of the claim, than the <b>sum insured</b> shown in the <b>schedule</b>.</p>
<p><b>10. Service Interruption</b></p> <p>If there is a breakdown of equipment not owned, leased, operated or controlled by <b>you</b>, <b>we</b> will also pay under:</p> <ol style="list-style-type: none"> <li>Extension of Cover 1. Business Interruption, if <b>you</b> have selected this cover option and it is shown in the <b>schedule</b> as applying, for losses incurred; or</li> <li>Optional Extension of Cover 1. Deterioration of stored goods, if <b>you</b> have selected this cover option and it is shown in the <b>schedule</b> as applying, for deterioration of <b>stored goods</b>, provided that the <b>breakdown</b> is to equipment that is: <ol style="list-style-type: none"> <li>of a type described in the definition of <b>insured equipment</b> under this <b>cover section</b>; and</li> <li>used to supply telephone, electricity, air conditioning, heating, gas, water or steam services to <b>your business</b> at the <b>premises</b>; and</li> <li>owned by the owner of the <b>building</b> at the <b>premises</b> or by a utility company, or by a company contracted by <b>you</b> to provide those services; and</li> <li>is located on or within 300 metres of the <b>premises</b>.</li> </ol> </li> </ol>	

Extensions of cover:	Exclusions and restrictions that apply:
<p><b>11. Temporary cover of new insured equipment</b></p> <p><b>We</b> will provide cover for new <b>insured equipment</b> acquired by <b>you</b> during the <b>period of insurance</b> for up to ninety (90) days, provided that:</p> <ol style="list-style-type: none"> <li><b>you</b> provide <b>us</b> with full details of the new <b>insured equipment</b> within ninety (90) days of when <b>you</b> first acquire it; and</li> <li>the new <b>insured equipment</b> is of a similar type to that already insured under this <b>cover section</b>.</li> </ol> <p>Cover provided by this Extension of cover clause will be effective from the date <b>you</b> first acquire the item of new <b>insured equipment</b> and will end at the earliest of when:</p> <ol style="list-style-type: none"> <li><b>we</b> agree to add this item of new <b>insured equipment</b> to this <b>cover section</b>;</li> <li>ninety (90) days pass from the date of acquisition or completion (for example installation, hire or bringing into use); or</li> <li>the expiry date of this policy.</li> </ol> <p><b>We</b> may charge additional <b>premium</b> from the date of acquisition or completion.</p> <p>The maximum <b>we</b> will pay under this extension of cover clause is:</p> <ol style="list-style-type: none"> <li>for new <b>insured equipment</b> that would be covered as a <b>specified equipment</b>, the <b>sum insured</b> shown in the <b>schedule</b> for a similar item of <b>insured equipment</b>; or</li> <li>for new <b>insured equipment</b> that would be covered as <b>Equipment - blanket cover</b>, the maximum <b>sum insured</b> any one item shown in the <b>schedule</b> for <b>Equipment - blanket cover</b>.</li> </ol>	
<p><b>12. Temporary repairs and hire costs</b></p> <p><b>We</b> will pay the costs reasonably incurred for:</p> <ol style="list-style-type: none"> <li>arranging temporary repairs; and</li> <li>hiring of temporary replacement equipment of similar specification, during the time taken to repair <b>insured equipment</b>.</li> </ol> <p>The costs must be incurred as a direct result of the <b>breakdown</b> of the <b>insured equipment</b> for which <b>we</b> have accepted the claim.</p>	<p><b>We</b> will not pay more than \$25,000 for any one claim.</p>

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **general terms and conditions**.

## Optional Extensions of Cover

### 1. Deterioration of stored goods

If the 'Deterioration of stored goods' option is shown as 'Included' in the **schedule**, **we** will pay for losses caused by the deterioration or putrefaction of **stored goods** in **cold storage** at the **premises** due to:

- a **rise** or fall in temperature of **stored goods** in **cold storage** resulting from:
  - breakdown of insured equipment shown in the schedule as covered by this cover section;
  - the operation of switches, thermostats, controls, fuses, circuit breakers or other overload devices which control or operate the **insured equipment** covered by this **cover section**, but not including the manual operation of any of those devices; or
  - failure of the public electricity supply, unless caused by an event listed in exclusions 1(a), 1(b), 1(c) of 'What **you** are not covered for' under this **cover section**.
- contamination of **stored goods** caused by the sudden and unforeseen and unintended escape of refrigerant gas or liquid in the refrigerated chambers or controlled environment of **insured equipment** that is covered by this **cover section**.

When **we** agree to provide cover for 'Deterioration of stored goods', **we** will:

- a. if the **stored goods** are being replaced, pay **you** the fair cost of, or replace, the deteriorated **stored goods** including any reasonable handling costs **you** incur; or
- b. if the **stored goods** are not being replaced, pay **you** the original purchase cost including any original handling costs that were incurred at the time of purchase.

The maximum amount **we** will pay under this Optional Extension in Cover for any one claim is the **sum insured** shown in the **schedule** for 'Deterioration of stored goods'.

Extensions of cover (in addition to sum insured):	Exclusions and restrictions that apply:
<p><b>1. Stock seasonal or festive increase</b></p> <p>The <b>limit of liability</b> is increased by 50% of the <b>sum insured</b> in respect of <b>stock</b> for losses occurring during any time that <b>you</b> can reasonably demonstrate that <b>stock</b> levels during the period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of festive, holiday, religious or other recognised public events.</p> <p>This extension of cover applies to the <b>stock</b> portion of the <b>stored goods</b> shown in the <b>schedule</b>.</p>	<p><b>We</b> will not extend cover:</p> <ol style="list-style-type: none"> <li>a. for any <b>stored goods</b> that are not <b>stock</b>;</li> <li>b. beyond the period of insurance.</li> </ol>

**We** will not pay for deterioration or putrefaction of **stored goods** caused by:

- a. inappropriate or improper storage, damage to packing materials or inadequate air circulation;
- b. rationing of the electricity supply, other than accidental damage to the generation equipment; or
- c. damage to **stored goods** which are alive or are of a bacterial nature.

## 2. Increased Cost of Working

If the 'Increased Cost of Working' option is shown as 'Included' in the **schedule** and **you** suffer a **breakdown** of **insured equipment** that **we** have agreed to cover under this **cover section**, **we** will pay for **your** necessary and reasonable expenditure for the use of substitute equipment during the period of interruption, but only after deduction of expense amounts **you** would have incurred to maintain normal operations of **your business**.

The maximum amount **we** will pay under this Optional Extension in Cover will not exceed the **sum insured** shown in the **Schedule** for 'Increased Cost of Working'.

**We** will not pay for any expenditure incurred:

- a. after a period of ninety (90) days following the **breakdown**;
- b. during the first twenty-four (24) hours immediately following the **breakdown**; or
- c. resulting from, or caused by the operation or presence of a **computer virus** that alters or erases data or software in a manner that is undesired by **you**.

## What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under the Equipment Breakdown section of the policy in any of the following circumstances.

1. **We** will not pay for losses or damage caused by:
  - a. fire, extinguishing a fire, demolition following a fire, smoke, soot, or chemical explosion;
  - b. lightning, storm, rain, hail, snow, wind, **flood**, action of the sea, tidal wave, storm surge or high water;
  - c. earthquake, subterranean fire, volcanic eruption, tsunami, landslide, mudslide, subsidence or any other earth movement;
  - d. leakage of water or other liquid;

- e. any consequential losses other than losses as provided by this **cover section**;
  - f. malicious damage including damage by burglars, caused during industrial dispute, riot, civil commotion or labour disturbance;
  - g. impact by a vehicle, aircraft or anything dropped from them, satellite, space debris, sonic boom, watercraft, communication mast, or tower, aerial, antenna, satellite dish, building, part of a building or falling tree or branches;
  - h. theft or any attempt at theft;
  - i. the **insured equipment** being subjected to tests involving abnormal stresses or arising out of it being intentionally overloaded;
  - j. the **insured equipment** undergoing maintenance, inspection, repair, alteration, modification or overhaul;
  - k. wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
  - l. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness, variations in temperature, evaporation, disease, inherent vice, latent defect, change in flavour, texture or finish, or smut or smoke from industrial operations. Provided that this exclusion shall not apply to the extent s.46 of the Insurance Contracts Act 1984 (Cth) provides a remedy;
  - m. prior to successful initial commissioning or during test or experimentation;
  - n. any deliberate act or negligence by **you** (for example, a lack of required maintenance); or
  - o. any **computer virus** or malfunctioning or derangement.
2. **We** will not pay the cost of replacement of any damaged, worn or spent items such as but not limited to batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements, electrical contacts, x-ray tubes or picture tubes or panels, unless they were damaged as a result of **breakdown** covered by this **cover section**.
  3. **We** will not pay for any **breakdown** of **insured equipment** caused by faulty, inadequate or defective installation, erection or relocation.
  4. **We** will not pay for any **breakdown** of obsolete or redundant **insured equipment** that is no longer used in the business other than items kept for spare parts.

## Definitions

The following definitions shall apply to the terms used in this **cover section**.

Term	Definition
<b>Boiler and unfired pressure vessels</b>	<p><b>Boiler and unfired pressure vessels</b> means any structure that is subject to internal steam, gas or other fluid pressure other than normal atmospheric pressure and includes fittings and direct attachments that are connected to the structure without any intervening valve, cock or tap, supports for the structure and operating equipment such as furnace doors, access doors, combustion chambers, smoke boxes and casings.</p> <p><b>Boiler and unfired pressure vessels</b> does not include:</p> <ol style="list-style-type: none"> <li>1. internal combustion engines;</li> <li>2. rotating, reciprocating or electrical devices; or</li> <li>3. pressure pipe systems.</li> </ol>
<b>Breakdown</b>	<p><b>Breakdown</b> means a sudden, unexpected and unforeseen mechanical, electrical or electronic malfunction or failure which becomes apparent at the time it occurs and requires immediate repair or replacement to enable normal operations.</p>
<b>Cold storage</b>	<p><b>Cold storage</b> means the cold storage chamber including all parts of the refrigeration controlled atmosphere generating and scrubbing plant system and the controlling switch gear necessary for maintaining the temperature or gas concentration in the cold storage chamber at the <b>premises</b>.</p>
<b>Computer virus</b>	<p><b>Computer virus</b> means an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or data causing undesired program or computer system operation.</p>

Term	Definition
<b>Electronic equipment</b>	<p><b>Electronic equipment</b> means computer and other electronic equipment including communications, medical, scientific or controlling equipment owned by <b>you</b> for which <b>you</b> are responsible, including their interconnecting cabling and piping.</p> <p><b>Electronic equipment</b> does not include:</p> <ol style="list-style-type: none"> <li>1. coin or card operated machines, audio compact disc players or video players;</li> <li>2. vending or amusement machines;</li> <li>3. mobile phones;</li> <li>4. any electronic equipment whilst in the course of construction, erection, renovation or demolition; or</li> <li>5. <b>machinery</b>.</li> </ol>
<b>Equipment - blanket cover</b>	<p><b>Equipment - blanket cover</b> means all the items of <b>insured equipment</b> located at the <b>premises</b>, other than <b>specified equipment</b>, or equipment items that this <b>cover section</b> otherwise specifically excludes.</p>
<b>Indemnity period</b>	<p><b>Indemnity period</b> - For the purpose of Extension of Cover 1. 'Business Interruption' within this <b>cover section</b> only, <b>Indemnity period</b> means the period that starts with the occurrence of the <b>breakdown</b> which causes the interruption or interference and ends no later than the number of months shown in the <b>schedule</b> during which the interruption or interference occurs as a direct result of the <b>breakdown</b>.</p>
<b>Insured equipment</b>	<p><b>Insured equipment</b> means all the <b>electronic equipment</b> and <b>machinery</b> items insured as <b>Specified Equipment</b> or as <b>Equipment - blanket cover</b> and which are owned by <b>you</b> or for which <b>you</b> have a responsibility to insure and that <b>we</b> have agreed to provide cover for under this <b>cover section</b>.</p>
<b>Insurable gross profit</b>	<p><b>Insurable gross profit</b> means <b>turnover</b> less the cost of freight, packing, bad debts, and the purchase of goods, materials, components, or <b>stock</b>.</p>
<b>Machinery</b>	<p><b>Machinery</b> means the following machinery units (including the internal machine control language software) provided they are owned, leased, operated or controlled by <b>you</b> and used in <b>your business</b>:</p> <ol style="list-style-type: none"> <li>a. any mechanical, hydraulic or electrical units used for the generation, transmission transformation or utilisation of mechanical, hydraulic or electrical power (and including air conditioners and refrigeration units);</li> <li>b. any <b>boiler and unfired pressure vessels</b>; and</li> <li>c. pressure pipe systems.</li> </ol> <p><b>Machinery</b> does not include:</p> <ol style="list-style-type: none"> <li>1. glass linings of vessels, equipment, machines or apparatus;</li> <li>2. vehicles or mobile or portable machinery, portable hand held tools or mobile phones;</li> <li>3. coin or card operated machines, compact disc players, security monitoring equipment or television receivers;</li> <li>4. vending or amusement machines;</li> <li>5. lawn maintenance equipment;</li> <li>6. computer systems or <b>electronic equipment</b>, other than control equipment associated with and forming part of <b>machinery</b>.</li> </ol>
<b>Net realisable value</b>	<p><b>Net realisable value</b> means the value of an asset that can be realised upon the sale of the asset, minus a reasonable and justifiable prediction of the costs associated with either the ultimate sale or the disposal of the asset at the time of the <b>breakdown</b>.</p>
<b>Rental income</b>	<p><b>Rental income</b> means <b>your</b> gross rental income including any other monies paid by the lease under the terms of the rental or leasing agreement.</p>
<b>Property</b>	<p><b>Property</b> - For the purpose of this <b>cover section</b> only, <b>Property</b> means <b>buildings, contents, stock</b> and any other items shown on the <b>schedule</b> which <b>you</b> own or for which <b>you</b> are legally responsible at the <b>premises</b>.</p>
<b>Specified equipment</b>	<p><b>Specified equipment</b> means all the items of <b>insured equipment</b> which have been specifically described and shown in the <b>schedule</b>.</p>



Term	Definition
<b>Specified property</b>	<b>Specified property</b> means an item that has been individually described and shown in the <b>schedule</b> as insured under the <b>Portable Property cover section</b> .
<b>Stored goods</b>	<b>Stored goods</b> means the perishable goods or products for sale including their packing material within the <b>premises</b> that belong to <b>you</b> or for which <b>you</b> are liable.
<b>Turnover</b>	<p><b>Turnover</b> - For the purpose of this <b>cover section</b> only, <b>Turnover</b> means:</p> <ol style="list-style-type: none"> <li>1. income derived sale of products and services in the course of <b>your business</b>; and</li> <li>2. <b>rental income</b> including any other monies paid by the lessee under the terms of the rental or leasing agreement.</li> </ol>

# GENERAL TERMS AND CONDITIONS

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), the following general terms and conditions apply to your policy:

## 1. Your actions and obligations

You must:

- a. take all reasonable care to prevent or minimise loss, damage, theft, injury or liability, including, but not limited to:
  - i. ensuring that **you** only employ or appoint competent employees, contractors and subcontractors;
  - ii. avoiding or minimising loss or damage to property;
  - iii. creating regular back-ups and copies of data and records (at least every 5 days);
  - iv. maintaining all property in a good condition to avoid loss, damage, theft, injury or liability;
  - v. preventing the manufacture, sale or supply of defective products;
  - vi. withdrawing, inspecting, repairing, replacing, tracing, recalling or modifying any products containing any defect or deficiency of which **you** have knowledge or have reasonable reason to suspect;
  - vii. complying with all statutory obligations, bylaws, regulations, environmental and safety requirements; or
  - viii. complying, at **your** expense, with any reasonable and valid recommendation or actions required to prevent or minimise loss; damage, injury, or liability.
- b. notify **us**, of any changes to facts and circumstance relating to **you** or **your business** that affect the risk of loss, damage, injury, illness or liability that happen after the start of the **period of insurance**. If the risk of loss, **damage**, injury, illness or liability is significantly increased by such changes **we** will not cover any claims that are caused by or arise from such changes unless **you**:
  - i. did not know of the alteration; or
  - ii. **you** notified **us** of the alteration promptly and **we** have agreed in writing to accept the alteration to the risk.
- c. If **you** receive any notification of an occurrence or claim made against **you**, or something happens which **you** think may result in a claim, co-operate with **us** in any investigation, settlement and defence of any claims by:
  - i. ensuring **we** are notified promptly after the event;
  - ii. notifying the police promptly if **you** think any damage has been caused to property by theft, attempted theft or malicious damage;
  - iii. taking all reasonable steps to reduce and prevent further loss, damage, theft, injury, or liability;
  - iv. supplying **us** with written details of all policies that may pay or partially pay that claim;
  - v. sending **us** any legal documents, demands, summonses or details of legal proceeding relating to the event;
  - vi. authorising **us** to obtain records and other information required if required;
  - vii. providing **us** with all material that **we** reasonably request to substantiate **your** loss; or
  - viii. unless unsafe to do so in which case clear photographs should be taken, preserving and maintaining any damaged property for **our** inspection.

You must not:

- ix. limit or exclude any right to recovery of payments and expenses from any third party who would be liable to compensate **you** with respect to any loss, damage, theft, injury, or liability;
- x. cause any unreasonable delays to the investigation, settlement or defence of any claim;
- xi. settle any claim, incur any defence expenses, assume any contractual obligation or admit any liability with respect to any claim without **our** written consent; or
- xii. authorise the repair or replacement of any property unless it is required for safety reasons or to minimise or prevent further loss, damage, theft, injury, or liability.

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

If **you** fail to comply with these conditions, **we** may reduce or deny any claim **you** make or cancel **your** policy.

## 2. Our actions and obligations

If **you** make a claim under the policy, **we** will:

- a. allow you to arrange emergency repairs in order to prevent further loss or damage to **your** property as a direct result of an emergency;
- b. pay up to \$25,000 in addition to the amount of cover provided by each cover section for professional fees if you need assistance in preparing and verifying details required by us in the preparation and negotiation of a claim;
- c. pay **your** reasonably incurred labour costs and overhead expenses if **we** agree that the repair of the **damage** can be undertaken by you or **your** employees. However, **we** will not pay more than the amount required by a competent contractor to do the same work at a fair market rate;
- d. have the right to conduct, and full discretion in the conduct of, any legal proceedings and the negotiation and settlement of any claim;
- e. have the right to take action or initiate legal proceedings in **your** name against another person or organisation, to recover any payment **we** have made, regardless of whether **we** have paid **your** claim or **you** have been fully compensated for **your** loss. Any **money** recovered from such proceedings **we** will allocate in the following order:
  - i. firstly, to **you** to pay **your** excess;
  - ii. secondly, to **us** for the expense of such recovery;
  - iii. thirdly, to **you** to pay for **your** uninsured losses in respect of the claim; and
  - iv. fourth, to reimburse **us** for any payments made by **us** for any amounts paid to **you** in respect of the claim;
- f. not take action or initiate legal proceedings in **your** name against:
  - i. any person or organisation insured by this policy;
  - ii. any of **your** directors, officers and employees;
  - iii. any organisation (including directors, officers and employees) owned or controlled by **you**; or
  - iv. or against any co-owner of the property;
- g. make reasonable progress payments once **we** have agreed that a claim is covered by the policy;
- h. pay up to \$5,000 or ten percent (10%) of the value to the claim for the reimbursement of any public reward expense paid by **you** for information leading to recovery of property or to identify the offenders responsible following loss, destruction or **damage** to **your** property for which a claim has been paid under **cover sections**: Property Protection, Crime or Equipment Breakdown of **your** policy. Provided that:
  - i. the terms of the reward are agreed by **us** and approved by the relevant Authority before being offered; and
  - ii. **our** payment does not exceed the value of the property lost destroyed or **damaged**.

**We** agree not to unreasonably withhold consent to the terms or the amount of any reward payable under this policy provision nor does **our** offer to pay such reward in any way limit the amount of any reward **you** may wish to offer on **your** own account.

If **you** die or are adjudged bankrupt or insolvent, this insurance will cover:

- i. **your** legal representative acting on behalf of either **you** or **your** estate; or
- ii. any person or corporation having lawful temporary custody of property which is or was before **your** death owned or possessed by **you** until the appointment of a legal representative.

## 3. Acquisitions

**We** will agree to provide cover under the **cover sections** of **your** policy for any newly formed subsidiary or acquisition or any other legal entity purchased by **you**, provided that:

- a. **we** have been notified in writing within thirty (30) days of the incorporation date or date of purchase;
- b. such legal entity is incorporated in **Australia**; and
- c. such legal entity conducts the same or similar occupation to the **business** stated in the **schedule**.

Our liability shall not exceed the Limit of Liability, **Sum Insured**, or any Sub-limit of liability applicable under the relevant **cover sections** making up **your** policy.

Other than as stated above **we** will not provide cover for any claims associated with companies or legal entities acquired during the **period of insurance**.

#### 4. Fraudulent claims

If **you** or any party covered by **your** policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused. But this term of the policy will not apply where we have reviewed the claim and are reasonably satisfied that a particular person covered by this policy, who has a financial interest in the insured property, in respect of the claimed incident:

- was a victim of domestic violence, coercion or a vulnerable person; and
- did not contribute to, assist, facilitate or cause it.

If so, and the incident otherwise meets the terms of this policy, **we** will settle the claim for that particular person, but only to the extent of their financial interest in the insured property or legal liability.

#### 5. Interested parties

Subject to the Insurance Contracts Act 1984 (Cth), **we** will indemnify lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the property insured in respect of such interest, without **you** having to notify **us**.

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

#### 6. Cover under multiple sections

Unless the policy explicitly states otherwise, **we** will not be liable under more than one **cover section** in respect of loss, damage or liability arising from the same event.

#### 7. Payment of excess

When **you** have a claim under a **cover section** of **your** policy **you** must pay the **excess** amount in accordance with the terms and conditions applicable to that **cover section** before **we** pay the claim, or otherwise in accordance with 'Excesses' in the 'Important information' section of this PDS. Limits and sub-limits of liability and **sums insured** shall apply in addition to, and shall not be reduced by, the amount of any applicable **excess**.

Should a single event result in **you** claiming under more than one **cover section** of **your** policy, then only the single highest **excess** will apply to all claims that arise out of the one event.

Further information on **excess** payments are set out in each **cover section** of this policy.

#### 8. Australian law and jurisdiction

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with **Australian** law.

Any disputes arising from this policy will be determined in accordance with our 'Dispute Resolution' process explained earlier in this policy, or otherwise by the Courts, and in accordance with the laws of **Australia**.

#### 9. Sanctions regulation

Notwithstanding any other terms or conditions under this policy, **we** shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit or any **business** or activity **you** undertake, would violate any applicable trade or economic sanctions, law or regulation.

# GENERAL EXCLUSIONS

**We** will take into account section 54 of the Insurance Contracts Act 1984 (Cth) when **we** assess any claim made under this **policy**.

Section 54 of the Insurance Contracts Act prevents **us** from refusing a claim because of something the Insured or some other person has done, or not done, after the **policy** was entered into, unless that thing caused or contributed to the claimed loss. But **we** can reduce a claim by an amount that fairly represents our prejudice because of the thing that was done or not done.

Subject to the Insurance Contracts Act 1984 (Cth), the following General Exclusions apply to **your** policy:

## 1. Fines and penalties

**We** will not pay any penalties, fines, awards of liquidated, aggravated, exemplary, punitive damages or multiplication of compensatory damages made against **you**.

## 2. Electronic data

This **electronic data** exclusion is applicable to the following **cover sections** of this policy:

- Property Protection;
- Crime;
- Portable Property;
- Business Interruption;

a. Subject to 2.(b) below, **we** will not pay for:

- 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, regardless of any other contributing cause or event whenever it may occur.

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

- i. physical loss of or **damage** or destruction to **property** insured directly caused by such listed peril; and/or
- ii. any consequential loss insured by this policy.

This General Exclusion does not apply in the event that a peril listed below (being a peril insured by the relevant cover sections but for this exclusion) causes any of the matters described in paragraph (a) above.

Accidental Damage other than non-physical **damage**, fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact by aircraft or aerial object dropped therefrom, impact by road vehicle or animal, sonic boom, theft of **electronic data** solely where such theft is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such **electronic data**, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances, storm and/or tempest and/or rainwater and/or wind and/or hail, water and other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or pipes at the **premises**.

This General Exclusion does not apply to the Equipment Breakdown or Business Liability **cover sections**.

## 3. Unoccupied buildings and premises

**We** will not pay for any loss, damage or liability at **your building** or **premises** after the **building** or that **premises** has been unoccupied for more than ninety (90) consecutive days. Unoccupied means left vacant by **you** or any other authorised person whether furniture or other **contents** remain or not.

This General Exclusion does not apply:

- a. If:
  - i. **you** notify **us** that the **building** or **premises** will be unoccupied for more than ninety (90) consecutive days; and

- ii. **we** agree in writing to continue **your** cover; and
  - iii. **you** pay **us** any additional **premium** that **we** may require;
- b. to loss or **damage** to insured **property** by lightning, earthquake or subterranean fire; or
- c. to loss or **damage** to insured **property** caused by impact by any road vehicle or their loads, animals, trees or branches, meteorite, aircraft or other aerial devices or articles dropped from them, sonic boom or space debris, falling communication masts, towers, antennae or dishes, falling buildings or structures, or parts thereof which do not belong to **you**.

#### 4. **War, Act of terrorism, Confiscation, Radioactivity**

**We** will not pay for loss, damage, destruction, death, personal injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss resulting from:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- b. any **act of terrorism**;
- c. any order of any Government, Public, Civil or Local Authority involving the confiscation, nationalisation, requisition, damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire; or
- d. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion. Provided that this shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

This policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

## GENERAL DEFINITIONS

The following General Definitions shall apply to the words used in **your** policy.

Term	Definition
<b>Accidental</b>	<b>Accidental</b> means an unforeseen, unintended and unexpected event, which occurs suddenly and at a specific place and time.
<b>Act of terrorism</b>	<p><b>Act of terrorism</b> means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <ol style="list-style-type: none"> <li>involves violence against one or more persons;</li> <li>involves damage to property;</li> <li>endangers life other than that of the person committing the action;</li> <li>creates a risk to health or safety of the public or a section of the public; or</li> <li>is designed to interfere with or to disrupt an electronic system.</li> </ol>
<b>Australia</b>	Australia means the Commonwealth of Australia and all of its States and Territories including all external Territories.
<b>Building</b>	<p><b>Building</b> means a permanently fixed structure that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed. Provided that when the word 'Building' is used in the <b>schedule</b> to describe a type of property insured, it is agreed that the following property is included:</p> <ol style="list-style-type: none"> <li>carports, pergolas and canopies;</li> <li>barns, outbuildings and tanks;</li> <li>storage sheds, shipping containers or transportable buildings permanently located at the <b>premises</b> used for additional accommodation for the storage of <b>stock</b> or <b>contents</b> or for any other general <b>business</b> use or amenity;</li> <li>walls, fences, gates and letterboxes;</li> <li>all permanent fittings and fixtures to any building;</li> <li>the following external fixed items: <ol style="list-style-type: none"> <li>swimming pools, saunas and spas;</li> <li>gangways between buildings;</li> <li>lights and signs; and</li> <li>air conditioning units and associated piping and wiring;</li> </ol> </li> <li>flag poles;</li> <li>communications masts, aerials, antennae and dishes;</li> <li>fixed floor coverings;</li> <li>bitumen, concrete, sealed paths, driveways, roads, car parks or ground surfaces. Sealed surfaces being those that are packed or plugged to prevent percolation or the passage of fluids;</li> <li>landscaping, plants, shrubs and gardens, but only when reinstating damage to <b>buildings</b> as defined elsewhere within this Definition;</li> <li>foundations of any building;</li> <li>structural improvements to any building;</li> <li>underground and above ground services, for which <b>you</b> are responsible, that are connected to any building;</li> <li>piers, jetties, wharves and docks, which you own or for which you are responsible for; and</li> <li>bridges and tunnels.</li> </ol> <p><b>Buildings</b> does not include:</p>

Term	Definition
	<p>q. <b>contents</b>;</p> <p>r. <b>stock</b>;</p> <p>s. land including topsoil and fill; or</p> <p>t. glass, unless such glass is directly <b>damaged</b> by:</p> <ol style="list-style-type: none"> <li>i. fire, lighting, explosion, impact, storm or earthquake;</li> <li>ii. riot, civil commotion, persons taking part in industrial disputes; or</li> <li>iii. persons acting maliciously, other than where such glass is cracked or broken through its entire thickness.</li> </ol>
<b>Business</b>	<b>Business</b> means <b>your</b> business, occupation, trade or profession shown in the <b>schedule</b> including incidental activities.
<b>BZI</b>	Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFS Licence Number 504130. BZI acts as an agent of the insurer under a binder agreement.
<b>Contents</b>	<p><b>Contents</b> means all equipment, plant, fixtures, fittings and furniture used by <b>you</b>, including:</p> <ol style="list-style-type: none"> <li>a. shipping containers not owned by <b>you</b> but temporarily in <b>your</b> possession for the delivery, unloading, loading or dispatch of goods and merchandise to or from the <b>premises</b>, but only to the extent that <b>you</b> are not indemnified against loss, destruction or damage thereto under any other policy of insurance subject to applicable law; or</li> <li>b. property belonging to <b>your</b> welfare, sports and social clubs,</li> </ol> <p>Where <b>you</b> are a tenant of rented <b>premises</b>, <b>contents</b> shall also mean:</p> <ol style="list-style-type: none"> <li>c. property owner's fixtures and fittings, window blinds and floor coverings, for which <b>you</b> are liable under the terms of a lease or similar agreement, but not glass; and</li> <li>d. property comprising alterations and/or additions to the <b>premises</b> by the landlord for <b>your</b> use in the <b>business</b> where the cost of reinstatement is <b>your</b> responsibility in the event of loss or <b>damage</b>.</li> </ol> <p><b>Contents</b> does not include:</p> <ol style="list-style-type: none"> <li>e. <b>buildings</b>;</li> <li>f. <b>stock</b>;</li> <li>g. <b>money</b>;</li> <li>h. furs, jewellery, gold, silver, platinum, pearls, diamonds, sapphires, rubies or other precious stones;</li> <li>i. aircraft, locomotives, rolling stock, watercraft whilst in water;</li> <li>j. motor vehicles or trailers, caravans or motorcycles, all while registered or licensed to travel on a public road, provided that this does not apply to: <ol style="list-style-type: none"> <li>i. mobile plant and equipment (excluding cars, sedans, panel vans, and trucks) not otherwise insured;</li> <li>ii. motor vehicles or trailers, caravans or motorcycles that are <b>stock</b> in trade of <b>your business</b>;</li> </ol> </li> <li>k. standing timber, growing crops, plants, land including topsoil and fill, landscaping, gardens and pastures, except for potted plants; or</li> <li>l. mining property or any equipment located beneath the surface of the ground, provided that this exclusion does not apply to underground services connected to a <b>building</b>.</li> </ol> <p>When the word 'Contents' is used in the <b>schedule</b> to describe a type of property insured, it is agreed that <b>we</b> accept the designations used in <b>your</b> books and records.</p>
<b>Cover section</b>	<b>Cover section</b> means the individual coverage that <b>we</b> give <b>you</b> that attaches to and forms part of <b>your</b> policy when this is shown in the <b>schedule</b> , for example 'Crime' or 'Property Protection'.
<b>Electronic data</b>	<b>Electronic data</b> means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.
<b>Endorsement</b>	<b>Endorsement</b> means an individual endorsement document that <b>we</b> give <b>you</b> that attaches to and forms part of <b>your</b> policy. This document varies the terms and conditions of <b>your</b> policy.
<b>Excess</b>	<b>Excess</b> means the amount payable by <b>you</b> in respect of each claim. The amount of the <b>excess</b> is shown in the <b>schedule</b> .



Term	Definition
<b>Flood</b>	<p><b>Flood</b> means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ol style="list-style-type: none"> <li>a lake (whether or not it has been altered or modified);</li> <li>a river (whether or not it has been altered or modified);</li> <li>a creek (whether or not it has been altered or modified);</li> <li>another natural watercourse (whether or not it has been altered or modified);</li> <li>a reservoir;</li> <li>a canal; or</li> <li>a dam.</li> </ol>
<b>General terms and conditions</b>	<p><b>General terms and conditions</b> means all of the terms, conditions and exclusions that form part of this policy including any <b>endorsements</b>.</p>
<b>Insurer</b>	<p><b>Insurer</b> means Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.</p>
<b>Money</b>	<p><b>Money</b> means cash, bank notes, currency notes, negotiable cheques, negotiable securities, travellers' cheques, debit and credit card vouchers, discount house vouchers, money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, store value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines.</p> <p><b>Money</b> does not include collectable items (for example coin or stamp collections) or anticipated revenue or any type of 'crypto currency' such as bitcoin.</p>
<b>North America</b>	<p><b>North America</b> means:</p> <ol style="list-style-type: none"> <li>the United States of America and the Dominion of Canada;</li> <li>any State or Territory incorporated in, or administered by, the United States of America or Dominion of Canada; and</li> <li>any Country or Territory subject to the laws of the United States of America or the Dominion of Canada.</li> </ol>
<b>Period of insurance</b>	<p><b>Period of insurance</b> means the period of insurance shown in the <b>schedule</b> or any subsequent period for which <b>we</b> have agreed to renew or extend the cover.</p>
<b>Pollutants</b>	<p><b>Pollutants</b> means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.</p>
<b>Premises</b>	<p><b>Premises</b> means the premises at the location shown in the <b>schedule</b>.</p>
<b>Premium</b>	<p><b>Premium</b> means the amount(s) shown in the <b>schedule</b> that <b>you</b> have to pay inclusive of any taxes, duties, levies or charges for the cover <b>we</b> provide.</p>
<b>Schedule</b>	<p><b>Schedule</b> means the document that <b>we</b> give <b>you</b> that attaches to and forms part of <b>your</b> policy that details the coverage <b>you</b> have taken out and details about <b>you</b>.</p>
<b>Stock</b>	<p><b>Stock</b> means all stock, including work in progress, raw material and property of others held on consignment.</p> <p>When the word 'Stock' is used in the <b>schedule</b> to describe a type of property insured, it is agreed that <b>we</b> accept the designations used in <b>your</b> books and records.</p>
<b>Sum insured</b>	<p><b>Sum insured</b> means the sum insured shown in the <b>schedule</b>.</p>
<b>You, your or yours</b>	<p><b>You, your or yours</b> means the person(s) or parties shown as the 'business name' in the <b>schedule</b>, including all subsidiary companies, organisations and entities incorporated in <b>Australia</b> in which <b>you</b> have a controlling interest (exceeding fifty percent (50%) engaged in the <b>business</b> described in the <b>schedule</b> and not for any other purpose or activity.</p>
<b>We, us, our</b>	<p><b>We, us or our</b> means Blue Zebra Insurance Pty Ltd (BZI), ABN 12 622 465 838, AFS Licence number 504130 to the extent it is acting as an agent of the <b>insurer</b> under a binder agreement, or otherwise the <b>insurer</b>.</p>

## FINANCIAL SERVICES GUIDE (FSG)

This Financial Services Guide (FSG) is an important document designed to help **you** decide whether to use the financial services offered.

It contains information about how Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFSL 504130 (BZI) administers the **policy** and arranges the **Policy**.

### What financial services are provided?

**BZI** holds an Australian Financial Services Licence (AFSL) that allows **BZI** to provide **you** with general financial product advice about this Business Insurance product and to arrange this product. From 1 January 2022 **BZI** is also authorised to provide claims handling and settling services. **BZI** is responsible for the provision of these services under its own AFSL.

**BZI** acts under a binder authority from Youi (the **insurer**), who is the issuer of this product. This means that **BZI** can bind the **insurer** with this **policy** and can handle or settle claims on behalf of the **insurer**. **BZI** acts for the **insurer** when providing these services. **You** can find full details of **BZI** and the **insurer** in the "Important Information" section upfront in the PDS.

Any advice given to **you** by **BZI** about Business Insurance will be of a general nature only and will not take into account **your** personal objectives, financial situation or needs. **You** need to determine whether this product meets **your** needs.

### How are we paid?

**BZI** is paid a commission by the **insurer** when **you** buy this Business Insurance **policy**. This commission is included in the premium that you pay and may be up to 7% of the premium paid excluding any government taxes and levies. **BZI** receives this commission from the **insurer** after **you** have paid the **premium**.

**BZI** may also add an agency fee to the **premium** that is charged. Any agency fee will be noted on **your policy schedule**.

**BZI** may also receive a share of the profit earned by the **insurer** if the **insurer** makes an underwriting profit in accordance with the underwriting targets it has set. This amount is calculated and paid retrospectively only when the **insurer** exceeds its underwriting targets in a given year.

**BZI employees** are paid an annual salary and may be paid a bonus based on business performance.

### Further information

For more information about remuneration or other benefits received for the financial services provided, please ask **your** intermediary or contact **us** using the details noted in this document within a reasonable time of receiving this FSG and before **you** choose to buy this product.

### Complaints

If **you** have a complaint about the financial services provided by **BZI** in relation to this product please refer to the "Dispute Resolution" section upfront in the PDS for details of the complaint resolution process.

### What professional indemnity insurance arrangements do we have in place?

**BZI** holds professional indemnity insurance covering errors and mistakes relating to the provision of financial services provided by **BZI** and **our employees** (even after they cease to be employed). **BZI's policy** meets the requirements of the Corporations Act 2001 (Cth).

### Who is responsible for this document?

The **insurer** is responsible for the PDS. **BZI** has authorised the distribution of this FSG. This combined FSG and PDS was prepared on 9<sup>th</sup> November 2021.



**BLUE  
ZEBRA**  
INSURANCE

## CONTACT DETAILS

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## FOR CLAIMS

Phone: 1300 253 692

+61 2 9301 8018 (from overseas)

Online: [www.bzi.com.au/newclaim](http://www.bzi.com.au/newclaim)