

# Business Insurance

**Policy wording**



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# Summary of Available Covers

The following provides You with a summary of the Covers available under this Policy.

There are additional automatic or optional Cover benefits within nearly all Sections. You should refer to the relevant Section for details of those additional Cover benefits.

You should read the relevant Section for a full description of the Section Cover together with any relevant limits, specific exclusions and conditions that apply in addition to the general conditions and general exclusions contained in this policy-booklet.

Section	Cover Summary	Additional Benefits
<p><b>Business Property</b></p>	<p>This Section Covers Damage to Your Buildings, Business Contents, Business Stock and Specified Items from any cause not specifically excluded.</p> <p><b>There is no Cover</b> provided under this Section for Loss arising from Flood (as defined) unless You have selected Cover, and We have agreed to Cover You under optional additional benefit 'Flood' and that optional additional benefit is stated in the Schedule.</p>	<p><b>Additional Benefits – Reinstatement Cover</b></p> <ul style="list-style-type: none"> <li>&gt; Alternative Premises</li> <li>&gt; Boilers or Other Pressure Vessels</li> <li>&gt; Capital Additions</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Clearing Pipes and Drains</li> <li>&gt; Discharge of Mortgage Fees or Lease Fees</li> <li>&gt; Government Fees – Buildings</li> <li>&gt; Landscaping</li> <li>&gt; Loss of Land Value – Buildings</li> <li>&gt; New Business Premises</li> <li>&gt; Personal Effects</li> <li>&gt; Prevention of Damage Costs</li> <li>&gt; Reinstatement of Cover</li> <li>&gt; Removal of Debris and Temporary Repairs</li> <li>&gt; Rewriting of Business Documents</li> <li>&gt; Seasonal Increase – Business Stock</li> <li>&gt; Temporary Protection and Security</li> </ul> <p><b>Optional Additional Benefits – Reinstatement Cover</b></p> <ul style="list-style-type: none"> <li>&gt; Flood</li> <li>&gt; Removal of Debris</li> <li>&gt; Strata Title Mortgagee's Interest</li> </ul> <p><b>Additional Benefits – Indemnity Cover</b></p> <ul style="list-style-type: none"> <li>&gt; Loss of Land Value – Buildings</li> <li>&gt; Reinstatement of Cover</li> </ul>

# Summary of Available Covers (continued)

Section	Cover Summary	Additional Benefits
<p><b>Business Interruption</b></p>	<p>This Section Covers You for Loss of Annual Revenue or Insurable Gross Profit following an interruption to Your Business resulting from an insured Loss which is Covered under Sections:</p> <ul style="list-style-type: none"> <li>&gt; Section – Business Property;</li> <li>&gt; Section – Theft;</li> <li>&gt; Section – Money;</li> <li>&gt; Section – Glass; or</li> <li>&gt; Section – General Property</li> </ul> <p>of this Policy.</p> <p><b>There is no Cover</b> provided under this Section for Loss arising from Flood unless You have selected Cover, and We have agreed to Cover You under Section – Business Property in respect of optional additional benefit 'Flood' and that optional additional benefit is stated in the Schedule.</p>	<ul style="list-style-type: none"> <li>&gt; Alternative Premises</li> <li>&gt; Business Documents</li> <li>&gt; Claims Preparation Costs (Limited Cover)</li> <li>&gt; Computer Facilities</li> <li>&gt; Customers' and Suppliers' Premises</li> <li>&gt; Explosion of Pressure Vessels</li> <li>&gt; Infectious Diseases and Other Causes</li> <li>&gt; Prevention of Access</li> <li>&gt; Public Utilities</li> <li>&gt; Reinstatement of Cover</li> <li>&gt; Transit</li> </ul> <p>and in respect of the Cover provided under Part B – Insurable Gross Profit Basis of this Section:</p> <ul style="list-style-type: none"> <li>&gt; Contractual Fines and Penalties</li> </ul> <p><b>Optional Additional Benefits</b></p> <ul style="list-style-type: none"> <li>&gt; Accounts Receivable</li> <li>&gt; Additional Increased Cost of Working</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Loss of Rent</li> </ul>
<p><b>Theft</b></p>	<p>This Section Covers Theft of Business Contents, Business Stock and Specified Items caused by forcible and violent entry to the Buildings at the Business Premises.</p>	<p><b>Additional Benefits – Reinstatement Cover</b></p> <ul style="list-style-type: none"> <li>&gt; Alternative Premises</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Damage to Business Property</li> <li>&gt; Death Following Assault</li> <li>&gt; New Business Premises</li> <li>&gt; Permanently Fixed Apparatus</li> <li>&gt; Personal Effects</li> <li>&gt; Reinstatement of Cover</li> <li>&gt; Replacement of Locks, Keys and Combinations</li> <li>&gt; Restoration of Security System</li> <li>&gt; Rewriting of Business Documents</li> <li>&gt; Seasonal Increase – Business Stock</li> <li>&gt; Temporary Protection and Security</li> <li>&gt; Theft Without Forcible Entry (Limited Cover)</li> </ul> <p><b>Optional Additional Benefits</b></p> <ul style="list-style-type: none"> <li>&gt; Theft Without Forcible Entry</li> </ul>

# Summary of Available Covers (continued)

Section	Cover Summary	Additional Benefits
<b>Money</b>	This Section Covers Loss of Money at or away from the Business Premises including in Your Private Residence.	<ul style="list-style-type: none"> <li>&gt; Bank and Public Holiday Cover</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Counterfeit Currency</li> <li>&gt; Damage to Safes or Strongrooms</li> <li>&gt; Death Following Assault</li> <li>&gt; New Business Premises</li> <li>&gt; Personal Money Belonging to You, Your Employees or Your Customers</li> <li>&gt; Reinstatement of Cover</li> <li>&gt; Replacement of Locks, Keys and Combinations</li> <li>&gt; Seasonal Increase – Money</li> <li>&gt; Temporary Protection and Security</li> <li>&gt; Traveller’s Money</li> </ul>
<b>Employee Dishonesty</b>	This Section Covers Loss of Money or Business Property arising from fraud or dishonesty by Your Employees.	<ul style="list-style-type: none"> <li>&gt; Claims Preparation Costs</li> <li>&gt; Cost of Recovery</li> <li>&gt; Reinstatement of Cover</li> <li>&gt; Welfare, Social or Sporting Clubs or Superannuation or Pension Schemes</li> </ul>
<b>Machinery and Electronic Equipment Breakdown</b>	This Section Covers the cost to repair or replace Machinery and Electronic Equipment necessitated by Breakdown.	<ul style="list-style-type: none"> <li>&gt; Additional Items</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Inflation Protection</li> <li>&gt; Professional Fees</li> </ul> <p><b>Optional Additional Benefits – Part A – Machinery</b></p> <ul style="list-style-type: none"> <li>&gt; Deterioration of Business Stock in Cold Storage</li> <li>&gt; Seasonal Increase – Deterioration of Business Stock in Cold Storage</li> </ul> <p><b>Optional Additional Benefits – Part B – Electronic Equipment</b></p> <ul style="list-style-type: none"> <li>&gt; Additional Increased Cost of Working</li> <li>&gt; Electronic Data and Electronic Data Media Reconstruction</li> </ul>
<b>Glass</b>	This Section Covers Breakage of Glass at the Business Premises, including Internal and External Glass and Signs.	<ul style="list-style-type: none"> <li>&gt; Claims Preparation Costs</li> <li>&gt; Damage to Business Contents or Business Stock</li> </ul>
<b>General Property</b>	This Section Covers Damage to Business Contents, Business Stock and Specified Items in Transit and elsewhere in Australia.	<ul style="list-style-type: none"> <li>&gt; Claims Preparation Costs</li> </ul>

## Summary of Available Covers (continued)

Section	Cover Summary	Additional Benefits
<b>Transit</b>	This Section Covers Damage to Business Contents, Business Stock and Specified Items whilst in Transit in Australia.	<ul style="list-style-type: none"> <li>&gt; Claims Preparation Costs</li> <li>&gt; On-Forwarding and Transfer</li> <li>&gt; Removal of Debris</li> </ul>
<b>Tax Audit</b>	This Section Covers You for Professional Fees associated with an Audit of Your Business by the Australian Taxation Office or any Australian State or Territory statutory taxation authority or agency.	
<b>Public and Products Liability</b>	<p><b>Public Liability:</b></p> <p>This Section Covers You for amounts You are legally liable to pay as compensation to third parties for unexpected or unintended Bodily Injury, Property Damage or Advertising Liability as a result of an event happening during the Period of Cover in connection with Your Business.</p> <p><b>Products Liability:</b></p> <p>This Section Covers You for amounts You are legally liable to pay as compensation to third parties for unexpected or unintended Bodily Injury, Property Damage or Advertising Liability as a result of an event happening during the Period of Cover in connection with Your Products.</p>	<ul style="list-style-type: none"> <li>&gt; Claims Preparation Costs</li> <li>&gt; Conferences, Training, Teaching</li> <li>&gt; Cross Liabilities</li> <li>&gt; Good Samaritan Acts</li> <li>&gt; Joint Venture Liability</li> </ul>

# Introduction

## Applying for Cover with Us

Prior to this Policy coming into effect You or Your insurance intermediary have provided Us with information in support of Your request for Cover with Us. The information that You have provided to Us is referred to as Your Application for this Policy.

You must ensure the information provided to Us is accurate and that You have complied with Your **duty of disclosure**. Your **duty of disclosure** is explained in more detail in the Important Information Section of this policy-booklet.

We have relied on Your Application to decide whether to issue this Policy and, if We do so or have, the terms and conditions upon which We do/did so.

When You have paid the Premium, We will issue You with a Schedule and this policy-booklet. If payment of the Premium as stated in the Schedule is not made then there is no Cover provided under this Policy.

## Your Policy

Your Policy consists of:

- > the Policy wording;
- > a Schedule; and
- > other documentation indicating a change to Your Policy, including Endorsements.

This forms the legal contract of insurance between You and Us.

This policy-booklet consists of:

- > important information that You need to know before You take out a Policy with Us. This important information applies either to all Sections or to certain Sections of this Policy; and
- > the Policy wording, which forms part of Your legal contract with Us and tells You:
  - > what Your Policy Covers;
  - > what Your Policy does not Cover;
  - > Excesses that apply to claims under this Policy; and
  - > conditions that relate to Your Cover and to claims You may make under this Policy.

When We change Your Policy details during the Period of Cover We will send Your insurance intermediary a new Schedule. This Schedule will be titled 'Endorsement' and will contain details of the Endorsement to Your Policy.

We will also provide Your insurance intermediary with a new Schedule at each renewal of Your Policy Cover.

We will only provide insurance Cover for the Period of Cover stated in the Schedule.

Please read this policy-booklet together with the Schedule and any accompanying documents carefully and keep them in a safe place for future reference.

## Our Commitment to You

We value Our customers and work hard to build strong and lasting relationships.

When dealing with You We will act reasonably, respectfully and fairly towards You, taking into account Your and Our respective interests.

We will do so by:

- > managing Your Policy and any claim You may make courteously, promptly and efficiently;
- > respecting Your entitlement to the full benefit of the Cover provided by Your Policy in respect of any Covered claim;
- > giving reasonable consideration to any request You might make;
- > applying sound judgement before exercising any right, discretion or remedy in respect of Your Policy Cover; and
- > ensuring any conditions We impose are reasonable in the circumstances.

## What Happens if You Disagree with One of Our Decisions or Have a Complaint about Our Service?

Despite Our best intentions, sometimes We get it wrong.

If You want to question one of Our decisions, or if You have a complaint about how We have handled Your Policy or Claim, We want You to tell Us.

Please do not hesitate to contact Us should You have any matter which You feel has not been satisfactorily resolved.

## Complaints and Disputes Resolution

When a complaint or dispute arises Our objective is to resolve any disagreement as amicably and quickly as possible.

If You would like to make a complaint please contact Your insurance intermediary or call Us during office hours and speak to one of Our staff who will assist You.

In those instances where We and You cannot resolve Your complaint to Your satisfaction We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our customers.

You may request that the matter be referred to Our Dispute Resolution Panel who will endeavour to resolve it through Our internal dispute resolution process. This service is free of cost to You.



# Introduction (continued)

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further We will advise you of any other options including You seeking independent legal advice at Your own expense.

## Cooling-off Period

If this Policy does not meet Your needs then You may cancel it within twenty-one (21) days of the commencement of Cover by notifying Us. You will receive a refund of the Premium You have paid unless You have made or are entitled to make a claim under this Policy.

You still have cancellation rights after this cooling-off period ends and these rights are set out in the General Conditions of this Policy.

## General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice (the Code).

The objectives of the Code are:

- > to commit us to high standards of service;
- > to promote better, more informed relations between us and you;
- > to maintain and promote trust and confidence in the general insurance industry;
- > to provide fair and effective mechanisms for resolving complaints you make about us; and
- > to promote continuous improvement of the general insurance industry through education and training.

Please contact Us or Your insurance intermediary if You would like further information about the Code of Practice. Alternatively, You can view the Code of Practice at [codeofpractice.com.au](http://codeofpractice.com.au).

## Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- > the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- > the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;

- > the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- > the collection from, and/or disclosure of, Your personal information to a third party which may include Your insurance intermediary, Your employer and Our service providers (including but not limited to other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your Policy, financial product or a claim under this Policy;
- > the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and
- > the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your **duty of disclosure**.

We will ensure that Your personal information is accurate, up-to-date and complete. You or Your insurance intermediary may access personal information We hold about You by contacting Us.

If You or Your insurance intermediary would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at [acerta.com.au/privacy-principles](http://acerta.com.au/privacy-principles).

Alternatively, please contact Us and We will arrange for a copy of the privacy policy to be provided to You.

## Flood Cover

### Section - Business Property

This Section does not Cover Loss or Damage to any Business Property, goods or other property caused by or as a result of Flood.

Flood Cover may be available under optional additional benefit 'Flood'.

If You have chosen and We have agreed to Cover You for Flood, Your Flood Sums Insured will be stated on Your Schedule.

# Introduction (continued)

## **Section - Business Interruption**

This Section does not Cover Loss caused by or as a result of Flood, unless you have selected optional additional benefit 'Flood' under Section - Business Property.

When Flood is Covered under this Section Your Schedule will show Flood Cover as included.

# Important Information

**The following important information applies to all Sections of this Policy. Please read this information carefully and if You are in any doubt as to how this information may affect You please contact Your insurance intermediary or Us and ask for an explanation.**

## Alteration of Risk

This Policy Covers Your Business as You have represented it to Us. It is important for You or Your insurance intermediary to advise Us as soon as reasonably possible of any changes to Your Business that may result in an increased risk of destruction of or loss of or Damage to the Property Insured or liability to third parties.

In particular, You should advise Us when there is a change in:

- > Your Business name;
- > the nature of Your Business activities;
- > the construction of or alteration to Your Business Premises;
- > Your address or the Location of Risk;
- > Your or Your Business' products or services not previously disclosed to Us;
- > Your or Your Business' financial status due to being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up; or
- > any other change to the Business whereby the risk Covered under any Section of this Policy is increased.

You should also advise Us if Your Business is sold or otherwise permanently discontinued.

We have relied on all of this information to provide Cover under this Policy and the terms and conditions on which We provide that Cover.

When We receive Your notification of a change to Your Business We may:

- > adjust the Premium or terms of this Policy; or
- > cancel this Policy, in accordance with the provisions of the Insurance Contracts Act 1984 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation should We not wish to continue with this insurance.

## Commencement of Cover

No Cover is provided for Loss or Damage caused by:

- > a bushfire or grassfire;
- > a named cyclone or a tornado; or
- > a Flood;

commencing or happening within a period of 168 hours (7 days) from the time of commencement of Your Cover with Us unless You took out Your insurance with Us:

- > immediately after another insurance policy covering the same Business Property expired without an interruption in the period of insurance between that other insurer and Us;
- > immediately after the risk legally passed to You as purchaser of Your Business Property; or
- > immediately after You signed a lease or similar contract for Your Business Premises.

## Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

- > reduces the risk We insure You for; or
- > is common knowledge; or
- > We know or should know as an insurer; or
- > We waive Your duty to tell Us about.

## If You Do Not Tell Us Something

If You do not tell Us anything You are required to 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.

## Excess

An Excess may apply to Your claim under this Policy.

We will advise You when an Excess is applicable to Your claim.

The amount of any Excess applicable to any Section or part of a Section of this Policy is stated in the Schedule or in this policy-booklet.

We will deduct the amount of any Excess from the amount We pay in relation to any claim under this Policy. The Excess will be deducted from Your claim before the Sum Insured limit or Limit of Liability amount is applied.

# Important Information (continued)

## GST – Goods and Services Tax

This Policy has a GST provision in relation to Premiums and to payments We may make in respect of claims under this Policy. It may have an impact on how You determine the amount of insurance You need.

It is Your responsibility to ensure that Your Cover is adequate in light of the impact of GST on You.

Please contact Us or Your insurance intermediary, or seek professional advice if You have any queries about GST and Your insurance.

## GST and Your Sums Insured

If You are registered for GST the Sum Insured that You choose should **exclude** Goods and Services Tax (GST).

## GST and Claim Payments to You

In the event of a claim under this Policy:

- > if You **are not** registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or
- > if You **are** registered for GST You will need to claim the GST component from the Australian Taxation Office. Where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You.

Your Policy contains claims conditions in respect of:

- > GST and claim payments for acquisition of goods and services and other supply;
- > GST and claim payments for compensation;
- > GST and claim payments for legal and other costs; and
- > Our limitation for GST payment.

You should read the claims conditions contained in this policy-booklet to make sure You understand both Our and Your obligations in respect of how GST will be treated in respect of the payment of claims under this Policy.

## Interests of Other Parties

This Policy will only Cover the insurable interest of the person or entity stated in the Schedule unless otherwise specifically Covered under any Section of this Policy.

## Limitations of Cover

### Claims Made and Notified Cover

Section – Tax Audit operates on a ‘claims made’ basis of Cover.

A ‘claims made’ basis of Cover means that We only Cover claims under this Section in respect of an Audit or impending Audit of which You first had notice during the Period of Cover. You must advise Us during the Period of Cover of any Audit or notification of an Audit You first receive during the Period of Cover.

If You do not notify Us during the Period of Cover You may not be Covered under this Policy. This Policy does not cover You for any Audit that occurs after the expiry of the Period of Cover or for any Audit first notified to You prior to the Period of Cover.

Any such rights arise under the Insurance Contracts Act 1984 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation only. The terms and effect of this Policy are that You are not Covered for Audits notified to You after the expiry of the Period of Cover.

You should refer to the above Section of this policy-booklet for the full description of the ‘claims made’ Cover provided under that Section.

## Occurrence Based Cover

Sections:

- > Business Property;
- > Business Interruption;
- > Theft;
- > Money;
- > Employee Dishonesty;
- > Machinery and Electronic Equipment Breakdown;
- > Glass;
- > General Property;
- > Transit; and
- > Public and Products Liability;

operate on an Occurrence basis.

We will Cover You under these Sections for Damage, Losses or Bodily Injuries that occur during the Period of Cover.

For Section - Employee Dishonesty, Cover is provided for Losses first discovered during the Period of Cover, provided that the act or conduct that resulted in the Loss occurred no more than twelve (12) months before the Loss was discovered.

## Premiums

Your Premium will be subject to the inclusion of:

- > a Premium for terrorism cover which is required under the Terrorism Insurance Act 2003 (Cth) or any subordinate, subsequent amendment, re-enactment or

# Important Information (continued)

successor legislation to be applied to insurance covers for business property, business interruption, theft, money, general property and glass insurance;

- > GST in accordance with relevant taxation legislation;
- > stamp duty as imposed by the relevant legislation of each Australian State or Territory; and
- > fire or emergency services levy in accordance with any relevant State or Territory legislation.

## Sums Insured and Limits of Liability

Cover under all Sections of this Policy is limited to the Sums Insured or Limits of Liability stated in the Schedule unless otherwise provided under any Section of this Policy. The Sums Insured or Limits of Liability stated under any Section of this Policy represent the full extent of Our maximum liability to You in relation to all claims under that Section.

### Additional Benefits - Not Cumulative

Where Cover for the same additional benefit is provided under multiple sections of this Policy Our maximum liability for any claim arising from the one event or cause may be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### Business Property, Annual Revenue or Insurable Gross Profit

The Sums Insured You nominate under Section – Business Property and Section – Business Interruption must accurately reflect the full Replacement Cost of the Business Property or the total of Your Annual Revenue or Insurable Gross Profit insured.

## Terrorism

This Policy does not Cover claims as a result of Terrorism.

In the event that Damage to Business Property occurs and the cause of the Damage is declared a terrorist incident by the responsible government Minister then You may be afforded protection within the limits of Cover of this Policy by virtue of the Terrorism Insurance Act 2003 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation. The operation of this Act may also serve to reduce the settlement of Your Loss to a percentage of the otherwise recoverable Loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation can be obtained at [arpc.gov.au](http://arpc.gov.au).

## Waiver of Rights and Our Right to Recovery

### Waiver of Rights

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

Where We do waive Our rights to subrogation that waiver will be stated in any relevant Section of this Policy. You should refer to the Policy wording for those Sections where such a waiver applies.

### Preventing Our Right to Recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any Loss, Damage or liability which is Covered under this Policy We may not Cover You under this Policy for that Loss, Damage or liability.

# Important Information – Applicable to Sections

The following important information applies to specific Sections of this Policy. Please read this information carefully and if You are in any doubt as to how this information may affect You please contact Your insurance intermediary or Us and ask for an explanation.

## Section – Business Property

### Under-insurance

#### Reinstatement Cover

When You have insured Your Business Property for Reinstatement Cover Your Cover is subject to an under-insurance clause.

This clause means that if You do not insure for the full Replacement Cost of Your Buildings, Business Contents or Business Stock You may not receive full compensation in the event of a claim under this Section of this Policy.

If Your Sums Insured for Your Buildings, Business Contents or Business Stock is/are less than eighty per-cent (80%) of their actual Replacement Cost at the time of any Loss or Damage You may be required to bear a proportion of the claim under this Section.

#### Example: under-insurance on Buildings

Actual Replacement Cost	\$200,000
80% of actual Replacement Cost	\$160,000
Sum Insured	\$144,000 (which represents 72.0% of the actual Replacement Cost)

Therefore, if a \$100,000 loss occurs We would pay You \$90,000 (less any Policy Excess) calculated as follows:

$$(\$144,000/\$160,000) \times \$100,000 = \$90,000$$

#### Indemnity Cover

Where You have insured Your Business Property for Indemnity Cover Your Cover is subject to a similar under-insurance clause to the one shown above but where the calculation is based on the Indemnity Value of the Business Property at the time of the Loss or Damage.

## Section – Business Interruption

### Under-insurance

A similar under-insurance clause applies to Your Annual Revenue Cover and/or Your Insurable Gross Profit Cover under this Section.

If You do not insure for the actual values in Your Business Interruption Cover You may not receive full compensation in the event of a claim under this Section.

If the Sums Insured under this Section is/are less than eighty per-cent (80%) of the actual values of Your Annual Revenue or Insurable Gross Profit at the time of any Loss or Damage You may be required to bear a proportion of the claim under this Section.

#### Example: under-insurance on Annual Revenue

Actual Annual Revenue	\$200,000
80% of actual Annual Revenue	\$160,000
Sum Insured	\$144,000 (which represents 72.0% of the actual loss of Revenue)

Therefore, if a \$100,000 loss occurs We would pay You \$90,000 calculated as follows:

$$(\$144,000/\$160,000) \times \$100,000 = \$90,000.$$

The same calculation would apply to a claim for Insurable Gross Profit.

## Section – Employee Dishonesty

Section – Employee Dishonesty only provides Cover in respect of acts of fraud or dishonesty discovered during the Period of Cover or within other specific periods of time as set out in this Section.

# Your Policy

This policy-booklet together with the Schedule We provide to You and any Endorsement form Your insurance Policy with Us.

## Our Agreement with You

We agree to provide You with the Cover stated in each of the Policy Sections which You have selected and which are stated in the Schedule.

The Cover is in force for the Period of Cover stated in the Schedule:

### Provided that:

You have paid Us the Premium stated in the Schedule for the Period of Cover.

## Definitions, Exclusions, General Conditions and Claims Conditions

The following:

- a. general definitions;
- b. general exclusions;
- c. general conditions; and
- d. general claims conditions;

will apply to each Section of this Policy in addition to the more specific definitions, exclusions or conditions appearing in any Section of this Policy.

In the event of any inconsistency between these general definitions, general exclusions, general conditions and general claims conditions and those more specific appearing elsewhere in this Policy then those that appear in the relevant Section of this Policy will apply.

## Grammatical Forms

A number of the defined words or terms in this Policy have different grammatical forms. The meaning given to them in their definition applies specifically to one of their grammatical forms but their other grammatical forms have a corresponding meaning.

## Headings

This policy-booklet contains headings which are used for reference only and must not be used when interpreting this Policy.

## Singular and Plural Words

In this Policy, a reference to the singular includes the plural and vice versa.



# General Definitions

**This Policy has words and terms with special meanings. We explain their meaning in the following definitions.**

**These defined words or terms are shown with a capital letter at the start of each word. There are two types of definitions.**

**There are general definitions set out below that always apply whenever the words or terms are used in this Policy.**

**There are other definitions applicable to a particular Section of this Policy. These are set out in the particular Section. These definitions apply whenever the words or terms are used in this Policy for the purposes of determining the Cover that is available under the particular Section.**

**Please read all definitions carefully.**

## Aircraft

means any craft or object designed or intended to move through air, space or atmosphere other than model aircraft.

## Application

means the information provided by You or on Your behalf and submitted to Us when applying for this Policy and which We have relied on when agreeing to issue this Policy.

## Australia, Australian

means the States and Territories of Australia.

## Basis of Settlement

means the method and/or manner in which We will settle Your claim under this Policy.

This will be in accordance with the Cover You have selected and as specified in the Schedule or as otherwise stated in the relevant Section of this Policy.

## Bodily Injury

means:

- a. bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of a spouse or partner's support, co-operation, aid and companionship resulting from any of them; or
- b. the physical or mental effects of:
  - > false arrest, wrongful detention or imprisonment or malicious prosecution;
  - > wrongful entry or wrongful eviction to or from any premises;
  - > invasion of privacy;

- > assault and battery not committed by or at the direction of You unless committed for the purpose of preventing or elimination of danger to persons or property; or
- > libel, slander or defamation of character.

In respect of the Cover provided under Section – Public and Products Liability:

Bodily Injury if relating to a latent illness, a latent disease or a latent disability shall be deemed to have happened at the time when such illness, disease or disability was first medically diagnosed.

## Building

means the building, outbuilding and structural improvements at the Location of Risk and includes:

- a. foundations, sealed car parks, sealed driveways, sealed pathways, sealed aprons, permanently paved areas, shelters, exterior blinds, awnings, gangways, walls, gates and fences;
- b. fixtures and fittings owned by You or the owner of the building;
- c. all services to the Building;
- d. external lights, masts, antennae, aerials, satellite dishes, lifts, elevators, escalators and signs other than Glass Signs that are or which could be Covered under Section – Glass;
- e. in-ground swimming pools, in-ground saunas and in-ground spas including fixed attachments or fixed accessories to any of such items; and
- f. permanently fixed water, storage and fuel tanks:

**but does not include:**

- i. Business Contents;
- ii. Business Stock;
- iii. Specified Items;
- iv. plant and machinery;
- v. land, unsealed car parks, unsealed driveways, unsealed paths, unsealed aprons, dams, bridges, canals, tunnels, wharves, docks and piers; or
- vi. railway tracks and roadways which are not at the Location of Risk.

## Business

means the business described in the Schedule and conducted by You.

Section – Public and Products Liability has a specific definition of 'Business'. You should refer to that Section for the particular definition that applies.



# General Definitions (continued)

## Business Contents

means the business contents situated at the Location of Risk or elsewhere as Covered under any Section of this Policy which are owned by You or held in trust by You or for which You are legally responsible or for which You have assumed a responsibility to insure, and includes:

- a. fixtures and fittings owned by Your landlord when You are a tenant of leased or rented premises and for which You are legally responsible **but only when** the Building in which the Business Contents are located is not Covered under this Policy or any other insurance policy;
- b. plant and machinery including plant permanently fixed to a Building owned or leased by You;
- c. Business Documents;
- d. Business Stock but not if a separate Sum Insured is stated in the Schedule for Business Stock;
- e. paintings, works of art and curios;
- f. goods sold but not delivered and goods held by You on consignment;
- g. property not owned by You but on Your Business Premises for service, repair, alteration or safe keeping; and
- h. property of Your welfare, sporting and social clubs:

### but does not include:

- i. a Building;
- ii. growing crops, trees or plants (not including pot-plants) other than as allowed for under additional benefit 'Landscaping' under Section – Business Property;
- iii. animals, livestock, fish, birds and/or any other living creature or organism unless they are Business Stock which We have agreed to Cover; or
- iv. Vehicles, trailers or caravans all while registered or licensed to travel on a public road, including any of their accessories, equipment or spare parts while contained in or on such Vehicles, trailers or caravans:

### Provided that:

this clause will not apply to:

- > mobile plant and equipment unless otherwise specifically Covered under this Policy; or
- > Vehicles, trailers or caravans, motorised wheelchairs, electric wheelchairs, electric scooters or bicycles that are Your Business Contents or Business Stock and which are on Your Business Premises at the time of any Loss or Damage;

- v. Business Contents, Business Stock or Specified Items in the open air;

### other than:

Business Contents which are a permanent structure designed to function without the protection of walls or roof;

- vi. Business Stock if Business Stock has a separate Sum Insured stated in the Schedule for Business Stock;
- vii. Money;
- viii. jewellery, furs, bullion, articles containing gold or silver, stamp or coin collections, paintings, works of art, curios, tapestries, Persian and/or similar rugs or carpets, precious metals, unset precious stones which are not Business Stock and which exceed \$10,000 any one item, set or collection;
- ix. railway tracks and roadways which are not at the Location of Risk;
- x. land, dams, bridges, canals, roadways, tunnels, wharves, docks and piers;
- xi. any locomotive or rolling stock;
- xii. Watercraft or Aircraft including any of their accessories, equipment or spare parts while contained in or on such Watercraft or Aircraft unless they are Your Business Stock and which are on Your Business Premises at the time of any Loss or Damage; or
- xiii. Specified Items stated in the Schedule.

## Business Documents

means written or printed deeds, wills, agreements, manuscripts, maps, plans, drawings, records, Electronic Data, designs, books of account, books, letters, certificates, documents of title, documents of aesthetic, historic, scientific or social value for past, present or future generations; and other documents of any nature:

**but does not include** Money, bearer bonds, coupons or book debts.

'Business Documents' will include Business Documents owned by You or for which You are legally responsible or for which You have assumed a responsibility to insure.

## Business Hours

means the normal trading hours of the Business or whilst You or any Employees are on the Business Premises for the purposes of conducting the Business.

# General Definitions (continued)

## Business Premises

means the Buildings, yards and land used by You for Your Business at the Location of Risk.

## Business Property

means the Buildings, Business Contents, Business Stock and Specified Items stated in the Schedule.

## Business Stock

means:

- a. stock in trade manufactured or in the course of manufacture including the value of work done;
- b. raw materials used in manufacture and packing; and
- c. pallets, labels and packaging;

situated at the Location of Risk or elsewhere as Covered under any Section of this Policy for sale or hire or for processing into final products for sale in the ordinary course of the Business and which are owned by You or for which You are legally responsible or for which You have assumed a responsibility to insure, and includes Your liability for customs, excise and other duties that You may be liable to pay as a result of Loss or Damage Covered under this Policy.

Under Section – Theft, 'Business Stock' **does not include** tobacco, products containing tobacco, cigars, cigarettes or alcohol unless they are stated in the Schedule as being Covered under that Section.

## Computer

means any hardware, software, communications system, electrical or electronic device (including but not limited to smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

## Computer Virus

means an executable program or computer code segment that is self-replicating, requires a host program or executable disk 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 including but not limited to a virus initiated or otherwise introduced by firmware, shareware, malware, spyware, ransom-ware, Trojan or similar computer program that can replicate itself from one computer to another and which typically may cause harm to computer systems.

## Consequential Loss

means an indirect adverse impact (financial or non-financial) caused by Damage to Business Property or equipment, including but not limited to:

- a. loss of income;
- b. increased cost of working;
- c. reputational damage;
- d. loss of profit;
- e. loss of use of any plant or facility;
- f. loss of earning capacity;
- g. loss of opportunity;
- h. loss of goodwill;
- i. delay or interruption of business;
- j. loss of contract;
- k. depreciation of any kind;
- l. interest or loss due to delay;
- m. expenses incurred in replacing data or redesigning software;
- n. expenses incurred in training, reviewing practices, procedures and protocols as a result of a claim; or
- o. complete or partial non-payment of any credit arrangement;

unless expressly provided for in the Policy.

## Conveyance

means the Aircraft, train, Vehicle, vessel or Watercraft by which Business Property is being transported.

## Cover, Covers, Covered

means the indemnity provided under this Policy.

## Damage, Damaged

means accidental physical damage to or destruction of Business Property which occurs during the Period of Cover:

**but does not include** viral contamination.

## Debris

means the residue of Damaged Business Property:

**but does not mean** material that is itself a Pollutant and which is deposited beyond the boundaries of the Business Premises.

# General Definitions (continued)

## Defence Costs

for Section – Public and Products Liability:

means the necessary and reasonable legal costs and expenses incurred by Us or by You with Our prior written consent in the investigation, defence or settlement of a Claim Covered under that Section or in respect of the Cover provided under any of the additional benefits Covered under that Section.

Any legal costs incurred by Us or by You in determining whether there is Cover provided to You under that Section will not form part of Defence Costs.

## Electronic Data

means facts, concepts, code and any other information of any kind that is recorded, stored or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer.

## Employee

means a natural person who has at any time entered into a contract of service or apprenticeship with You and/or for whom You are required by virtue of workers' compensation or similar legislation to effect workers' compensation insurance cover.

Section – Employee Dishonesty has a specific definition of 'Employee'. You should refer to that Section for the particular definition that applies.

## Endorsement

means a written notification given to You by Us that details changes to Your Cover under this Policy.

## Excess

for Sections other than Section - Public and Products Liability:

means the amount of money or a specific period of time You are required to contribute or bear for a claim which is Covered under this Policy.

The Excess will apply to:

- a. each claim You make; or
- b. any claim made against You;

that arises out of one circumstance or event.

The Excess is stated in the Schedule or elsewhere in this Policy for each applicable Section, part of a Section or additional benefit.

For Section – Public and Products Liability:

means the amount of money You must contribute or bear for each claim which is Covered under that Section of this Policy.

The Excess is stated in the Schedule, or elsewhere in this Policy for the applicable Section, part of a Section or additional benefit.

Where the Excess is stated as being 'costs exclusive' We will not apply the Excess to Your own Defence Costs but You will be required to pay the Excess amount in respect of any payment of compensation and/or the claimant's own legal costs and expenses.

Where the Excess is stated as being 'costs inclusive' You will be required to pay the Excess amount in respect of any payment of compensation, the claimant's legal costs and expenses and Your own Defence Costs.

## Family

means any member of Your family who permanently or normally resides with You including Your legal or de facto partner.

## Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal; or
- g. a dam.

## Glass

means External Glass, Internal Glass and Signs as defined in Section – Glass:

**but does not include** Business Stock.

## GST and GST Act

means goods and services tax as defined within the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation (GST Act).

Input Tax Credit has the same meaning as that in the GST Act.

## Hovercraft

means any vessel, craft or device which uses a cushion of air provided by a downward thrust to travel over water and land.

# General Definitions (continued)

## Indemnity Value

means the Replacement Cost of the Business Property at the time and at the place of the Loss or Damage less an allowance for taking into consideration age, condition, wear and tear, depreciation and remaining useful life.

## Insured

means the natural person, entity or corporation named in the Schedule whom We have agreed to insure.

This definition is extended in Section – Public and Products Liability by the definition of 'You, Your, Insured' to include others.

## Limit of Liability

means the maximum amount We will pay under Section – Public and Products Liability as stated in the Schedule inclusive of all amounts provided for in any relevant additional benefit under that Section.

## Location of Risk

means the address of each of the situations of the Business Premises stated in the Schedule.

## Loss

means the financial loss sustained by You which is Covered under a particular Section or part of a Section or additional benefit.

## Money

means coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, money orders, negotiable and non-negotiable securities and other like documents of value such as phone cards and/or stored value cards, unused postage and revenue stamps, public transport tickets, private transport tickets (excluding airline tickets), lottery tickets, authorised gift vouchers, discount vouchers from external parties and contents of franking machines and includes cash boxes, alarm bags or any other portable container used to convey money which is owned by You;

**but does not include** Money while in the possession of or carried by professional money carriers, professional carriers or common carriers.

## Period of Cover

means the period of time stated in the Schedule for which We agree to provide You with Cover under any Section of this Policy as stated in the Schedule unless this Policy is cancelled in which event the Period of Cover will end on the effective date of the cancellation.

## Policy

means:

- a. the Policy wording;
- b. the Schedule; and
- c. other documentation indicating a change to Your Policy, including Endorsements.

## Pollutant

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

## Premium

means the payment You make to Us, or to Your insurance intermediary on Our behalf, for this Policy or for an alteration to this Policy and includes all applicable government or statutory taxes and charges including GST.

## Replacement Cost

means the amount necessarily and reasonably payable to repair, rebuild, reinstate or replace the Damaged Building, Business Contents and/or Specified Items at the time and at the place of the Loss or Damage, including replacement with similar property, to a condition equal to but not better or more extensive than its/their condition when new.

## Schedule

means the Schedule issued by Us containing details of Cover specific to You, including but not limited to:

- a. Your Policy number;
- b. the Period of Cover;
- c. the Location of Risk;
- d. details of the Cover You have selected;
- e. the Sums Insured, Limits of Liability and other limits of Your Cover;
- f. any Excesses You must pay; and
- g. any Endorsements attaching to Your Policy.

Your Schedule attaches to and forms part of this Policy.

## Specified Items

means any item of property specifically listed in the Schedule as a Specified Item.

# General Definitions (continued)

## Subsidiary Company

means any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the corporate entity stated in the Schedule and which is incorporated and domiciled in Australia.

## Sum Insured

for Sections other than:

- > Glass; and
- > Public and Products Liability;

means the maximum amount We will pay under each relevant Section or part of a Section of this Policy as stated in the Schedule other than any additional amount provided for in any relevant additional benefit under any Section.

## Terrorism

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

## Transit

means the time during the Period of Cover from when Business Property first begins loading at the warehouse, Location of Risk or place of storage on or in to the Conveyance and continues through the ordinary course of transit, until the Business Property is first placed inside the receiver's warehouse, Location of Risk or place of storage.

For the purpose of this definition, 'Transit' will also include the loading or unloading of Business Property to or from the Conveyance.

## Unoccupied, Unoccupancy

means the Business Premises being left vacant, empty or not occupied or not being used in the daily trading of the Business.

## Vehicle

means any type of machine on wheels, on skis or on self-laid tracks designed to be moved other than by manual or animal power and includes any trailer while attached to a Vehicle:

**but does not include** motorised wheelchairs, electric wheelchairs, electric scooters, bicycles or Vehicles not requiring registration or compulsory third party insurance by virtue of any legislation.

## Watercraft

means any vessel, craft or thing made or intended to float on or in, or travel on or through, water other than model boats.

## We, Us, Our

means Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence No. 233791, of Level 13, 171 Collins St, Melbourne Victoria 3000.

## You, Your

means the person or legal entity stated in the Schedule as the Insured.

Section – Public and Products Liability has a different definition of 'You, Your'. You should refer to that Section for the particular definition that applies.

# General Exclusions

## General Exclusions Applicable to All Sections

The following general exclusions apply to all Sections of this Policy unless otherwise provided under any Section. Please read them carefully.

There are additional general exclusions which only apply to specific Sections of this Policy.

Other exclusions may be contained in a particular Section of this Policy and which apply only to that specific Section.

This Policy does not Cover and We will not be liable for any claim under this Policy for, directly or indirectly arising out of or in any way connected with:

### Aircraft

- a. Your ownership, maintenance, service, operation, use or legal control of an Aircraft, other than as Business Stock, or Aircraft landing area; or
- b. any of Your Products that are used or incorporated in or connected with Aircraft or which You could be reasonably expected to know are or would be incorporated or used in Aircraft.

Aircraft landing area includes any land, building or structure in an area where Aircraft take off or land or are housed, maintained, operated or refuelled.

### Bankruptcy, Insolvency or Business Sold

Your Business or You or any other person or party entitled to Cover under this Policy:

- a. being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up;
- b. having their interest in Your Business Property Covered under this Policy cease other than by death; or
- c. Your Business being sold or otherwise permanently discontinued;

and unless otherwise agreed by Us in writing or as otherwise Covered under any Section of this Policy:

- i. all Cover under this Policy ceases; and
- ii. We shall not be liable for any Loss, Damage or liability arising after the Business is sold, dissolved, wound-up or permanently discontinued:

#### Provided that:

clauses c. i. and ii. above shall not apply to the Cover provided under Section – Public and Products Liability.

## Commencement of Cover

- a. a bushfire or grassfire;
- b. a named cyclone or a tornado; or
- c. a Flood;

commencing or happening within a period of 168 hours (7 days) from the time of commencement of Your Cover with Us unless You took out this Policy with Us:

- i. immediately after another insurance policy covering the same Business Property expired without an interruption in the period of insurance between that other insurer and Us;
- ii. immediately after the risk legally passed to You as purchaser of Your Business Property; or
- iii. immediately after You signed a lease or similar contract for Your Business Premises.

## Computer, Electronic Equipment, Electronic Data and/or Software

- a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
- b. error in creating, amending, entering, deleting or using Electronic Data; or
- c. total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all;

from any cause whatsoever regardless of any other contributing cause or event contributing concurrently or in any other sequence:

#### Provided that:

in respect of the Cover provided under Section – Public and Products Liability:

- i. this exclusion shall not apply to Claims for Bodily Injury or Property Damage caused by or arising out of the ownership, possession, operation, control or use by You of Electronic Data; and
- ii. such Claims do not arise out of or are in any way connected with any of Your Products:

#### Provided further that:

- iii. **We will not Cover** You for the costs of restoration, repair, recovery, reconfiguration or loss of Electronic Data; and
- iv. this exclusion will not apply to Loss or Damage Covered under:
  - > Section – Business Property;
  - > Section – Business Interruption;
  - > Section – Money;



# General Exclusions (continued)

- > Section – Machinery and Electronic Equipment Breakdown;
- > Section – Glass;
- > Section – General Property;
- > Section – Transit; and
- > Section – Tax Audit;

**but only to the extent that** such claim would otherwise be Covered under those Sections; or

- > Section – Theft, if Cover is provided under this Policy, unless a claim under that Section arises solely due to the theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing Electronic Data.

## Failure to Take Reasonable Precautions

failure to take all reasonable precautions for the maintenance and protection of the Business Property.

## Fines and Penalties or Liquidated, Punitive, Exemplary or Aggravated Damages

- a. fines and/or penalties;
- b. liquidated damages, punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages; or
- c. non-compensatory damages or taxes.

## Flood

Flood unless Flood is stated in the Schedule as being Covered under any Section of this Policy and then only to the extent of the Cover provided under that Section for Flood:

### Provided that:

this exclusion will not apply to Loss or Damage where the Loss or Damage to Business Property Covered under Section – Business Property is caused by or as a consequence of earthquake or seismological disturbance.

## Fraudulent, Dishonest, Criminal, Malicious, Wilful or Intentional Acts

any actual or alleged:

- a. dishonest, fraudulent, criminal or malicious act or conduct;
- b. wilful act or intentional conduct intended to cause loss, damage, harm or liability or committed with a reckless disregard for the consequences thereof; or
- c. wilful or intentional breach of any regulation, statute or other law, contract or duty;

committed by You or any person acting with Your knowledge, consent or connivance:

### Provided that:

this general exclusion will not apply to the Cover under Section – Employee Dishonesty.

## Hovercraft

- a. Your ownership, maintenance, service, operation, use or legal control of a Hovercraft, other than as Business Stock, or Hovercraft landing area; or
- b. any of Your Products that are used or incorporated in or connected with Hovercraft or which You could be reasonably expected to know are or would be incorporated or used in Hovercraft.

Hovercraft landing area includes any land, building or structure in an area where Hovercraft take off or land or are housed, maintained, operated or refuelled.

## Infectious and/or Transmissible Diseases

- a. Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new variant Creutzfeldt-Jakob Disease (vCJD);
- b. the existence, suspected existence or threat of:
  - > Cholera;
  - > Highly Pathogenic Avian Influenza in humans;
  - > Rabies;
  - > any disease caused by the SARS-CoV-2 virus or its variants; or
- c. the existence, suspected existence or threat, of any infectious or transmissible disease with pandemic or epidemic potential determined or declared by either State, Territory or Federal Governments or the World Health Organisation to be quarantinable prior to, or at any time during, the Period of Cover or any extension thereof, including but not limited to:
  - > any disease determined to be a Public Health Emergency of International Concern (PHEIC);
  - > any disease determined to be a listed human disease under the Biosecurity Act 2015 (Cth) or any subordinate, subsequent amendment(s), re-enactment, successor legislation or similar legislative regime; or
  - > any mutation or variant of a disease stated above, or of a disease referred to in such legislation;

irrespective of whether the infectious or transmissible disease was discovered on Your Business Premises or elsewhere:

### Provided that:

this exclusion applies to the Cover provided under all Sections of this Policy. However, this exclusion does not

# General Exclusions (continued)

apply to Section – Public and Products Liability where You or others acting on Your behalf have complied with all relevant statutory requirements, published professional and/or government protocols and standards in respect of the diseases referred to in clauses a., b. and c. above.

## Joint Ventures

any activity in which You or Your Business engages in a joint venture or a partnership other than Cover provided under Section – Public and Products Liability.

## Jurisdiction and Territorial Limits

- a. any event or any actual or alleged act Bodily Injury or Property Damage happening outside of the Territorial Limitation stated in the Schedule; or
- b. any Claim, action or matter:
  - > brought in a court outside of the Jurisdiction Limitation stated in the Schedule;
  - > brought in any court to enforce a judgment handed down by a court outside of the Jurisdiction Limitation stated in the Schedule;
  - > where You have agreed to submit to the legal jurisdiction of a court outside of the Jurisdiction Limitation stated in the Schedule; or
  - > which We are prohibited from paying by law in the jurisdiction concerned:

### Provided that:

clause a. shall not apply in respect of:

the Cover provided under Section – Public and Products Liability in respect of Bodily Injury or Property Damage arising from:

- i. Your Products exported to the United States of America or Canada without Your knowledge;
- ii. the presence of Your directors or Employees temporarily visiting the United States of America or Canada at Your direction **but only to the extent that** they are engaged in non-manual or non-supervisory work during such visit; or
- iii. the Cover provided under additional benefits 'Conferences, Training, Teaching' and/or 'Good Samaritan Acts'.

## Lawful Seizure

the lawful seizure, confiscation, nationalisation, requisition or destruction of or Damage to Business Property by or under the orders of any government, public authority or local or municipal authority or statutory authority.

However, We will Cover You for Damage which occurs as a result of such an order if it prevents or attempts to prevent fire or other Damage to Business Property Covered under this Policy.

## Nuclear Material

- a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- e. nuclear weapons material:

### Provided that:

this exclusion will not apply to any claim under this Policy arising from the use of radioisotopes when used away from the place where such are made or produced and used solely for the purpose of medical, industrial or scientific services in the conduct of Your Business.

## Railways, Tramways and Trolleybuses

the construction and/or operation and/or ownership and/or structural maintenance of railways, tramways or trolleybuses:

### Provided that:

in respect of the Cover provided under Section – Public and Products Liability:

this exclusion will not apply where rail loops, spurs or sidings are owned or operated by You in connection with Your Business for the sole purpose of loading or unloading of Your Business Stock, goods or Your Products.

## Sanctions

the payment of such claim or provision of such Cover exposing Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia. This exclusion applies notwithstanding anything contained in this Policy to the contrary.



# General Exclusions (continued)

## Terrorism

any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Property Damage, Bodily Injury or Advertising Liability or Claim or for any cost or expense including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

## Transmission and Distribution

overhead transmission and distribution lines and their supporting structures of power-generating authorities or companies and telecommunications companies:

**but does not include** power lines and their supporting structures that extend from the public highway to Your premises and are Your responsibility:

### Provided that:

this exclusion will not apply to the following additional benefits Covered under Section – Business Interruption:

- i. Customers' or Suppliers' Premises; or
- ii. Public Utilities.

## Unoccupancy

loss of or Damage to any Business Property caused by:

- a. accidental Damage;
- b. fire;
- c. Theft as defined in Section – Theft;
- d. breakage of Glass or Signs as defined in Section – Glass;
- e. explosion;
- f. leakage of water or liquid; or
- g. malicious acts;

when the Business Premises are left Unoccupied for more than ninety (90) consecutive days.

We may consider Covering You in respect of a period of Unoccupancy beyond the period of ninety (90) consecutive days if You first obtain Our written consent and agree to any terms and additional Premium We may require.

## Vehicle

Your ownership, possession or use by You of any Vehicle other than as Business Stock or in respect of the Cover provided under Section – Public and Products Liability.

## War or Appropriation

any war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition or destruction of or

damage to property by or under the order of any government or public or local authority.

## Watercraft

Your ownership, use or operation of any Watercraft exceeding ten (10) metres in length:

- a. other than as Business Stock; or
- b. where such Watercraft is owned or operated by others and used by You for Business entertainment.

# General Conditions

The following general conditions apply to all Sections of this Policy unless otherwise provided under any Section.

Please read them carefully.

Other conditions may be contained in a particular Section of this Policy.

It is important that these conditions and other conditions within a Section or Sections of this Policy are observed.

If You or any other person or party Covered under this Policy do not comply with these conditions:

- a. the Cover under this Policy may be cancelled; or
- b. to the extent Our interests have been harmed by the non-compliance, We may:
  - > reduce any claim payment; or
  - > refuse to pay any claim under this Policy.

## Actions of Other Parties

The acts or omissions of:

- a. a tenant of Yours;
- b. the owner of the Building other than You; or
- c. a tenant in the Building other than You;

that breach any provision of this Policy will not affect Your entitlement to Cover:

Provided that:

- i. the act or omission was committed without Your prior knowledge;
- ii. You notify Us of the happening or existence of the act or omission as soon as You become aware of it; and
- iii. You pay any additional Premium We may require.

## Alteration of Risk

You are required to advise Us as soon as reasonably possible if, during the Period of Cover, there is a change in:

- a. Your Business name;
- b. the nature of Your Business activities;
- c. the construction of or alteration to Your Business Premises;
- d. Your address or the Location of Risk;
- e. Your Products or services not previously disclosed to Us;
- f. Your financial status due to being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up; or
- g. any other change to the Business whereby the risk Covered under any Section of this Policy is increased.

You should also advise Us if Your Business is sold or otherwise permanently discontinued.

We may cancel this Policy or alter the Premium and/or the terms of this Policy once You advise Us of the change. We may do this with effect from the date You knew, or should have known, of the change in Your Business or of the other increase in risk.

If You do not advise Us about a change in the Business or of other changes in the risk Covered under any Section of this Policy We may refuse to pay Your claim under this Policy.

## Cancellation

### Cancellation by You

You may cancel this Policy at any time by notifying Us.

### Cancellation by Us

We may cancel this Policy when We are entitled to do so in accordance with the Insurance Contracts Act 1984 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation.

### Premium Refund following Cancellation

In the event of cancellation by You or by Us:

- a. We will retain from the Premium You have paid to Us an amount that represents the period You were Covered by Us up to the date of cancellation and refund the balance of the Premium paid by You; and
- b. We may deduct from Your refund an amount that represents the transaction costs incurred by Us that are reasonably related to the acquisition and termination of this Policy.

### Premium Funding

When the Premium paid to Us for this Policy has been funded by a premium funding company which holds a legal right over this Policy by virtue of a notice of assignment and irrevocable power of attorney We may, at the request of the premium funding company, and after substantiation of the debt and default in payment by You has been made and proven to Us, cancel this Policy by giving You not less than three (3) business days written notice to that effect following which a refund of the proportionate part of the Premium applicable to the unexpired Period of Cover will be made to the premium funding company.

# General Conditions (continued)

## Estates, Heirs, Legal Representatives

We agree to provide Cover to Your estate, heirs, representatives or assigns in the event of Your death, mental incapacity, insolvency or bankruptcy to the same extent as Cover would otherwise be available to You under this Policy.

## Governing Law

Any dispute arising under this Policy will be determined by Australian courts and in accordance with the laws of the State or Territory of Australia in which this Policy was issued.

## Hazardous Goods

You may only use and store hazardous goods which are usual to Your Business and You must use and store them in the manner and quantities permitted by law.

## Inspection of and/or Access to the Business Premises

You are required to provide Us or Our agent appointed by Us, including but not limited to loss adjusters and legal advisers, with all reasonable access to inspect the Business Premises:

- a. after We have accepted Your insurance or after any renewal of or alteration to this Policy; or
- b. if You make a claim under this Policy.

We will provide You with reasonable notice if We require an inspection of Your Business Premises.

Neither Our right to inspect nor Our failure to do so nor the making of any inspection shall constitute an undertaking by Us on behalf of or for Your benefit to determine or warrant that such property or operations are safe or in compliance with relevant laws.

## Interest of Other Parties

For Sections other than Section - Public and Products Liability:

where this Policy Covers the interests of You and another person or entity, such other person or entity not being stated in the Schedule as the Insured, then:

- a. the insurable interest of only those persons or entity having a legal interest in or charge over any of the Business Property and who are noted in Your Business documents shall be automatically included as third party beneficiaries without notification or specification; and
- b. the nature and extent of such interest is to be disclosed to Us in the event of any Loss, Damage or liability which is the subject of any claim under this Policy; and

- c. all such third party beneficiaries are required to comply with all of the provisions of this Policy; and
- d. any act or omission of an un-named party will not prejudice the rights of the remaining parties:

### Provided that:

- i. clause b. above will not apply to general exclusion 'Fraudulent, Dishonest, Criminal, Malicious, Wilful or Intentional Acts'; and
- ii. the remaining party, as soon as reasonably possible after becoming aware of any act or omission that increases the risk of Loss, Damage or liability, notifies Us and pays such additional Premium as We may require.

Any other person or entity not having an insurable interest as designated in clause a. above or who is not named in the Schedule or otherwise Covered under this Policy is not Covered under this Policy.

## Joint Insurance – Non-imputation

Where this Policy Covers more than one of You:

- a. any misstatements or misrepresentations in Your Application for this insurance or in any information provided for any alteration to or renewal of this Policy or failure to comply with the **duty of disclosure** by one of You will not be imputed to any other of You where that other of You is innocent of and had no prior knowledge of the misstatement, misrepresentation or failure to comply with the **duty of disclosure**; or
- b. a failure of one of You to comply with all of the provisions of this Policy will not adversely impact the Cover afforded to any other of You provided that other one of You is innocent of the conduct and advises Us all the facts relating to the failure as soon as reasonably possible after becoming aware of the failure.

## Notices and Authorisation

Where there is more than one of You Covered under this Policy the person or the legal entity stated in the Schedule as the Insured shall be deemed the agent for the purposes of receiving notices for all other persons or entities Covered under this Policy.

The Insured stated in the Schedule will also be authorised to act on behalf of all other persons or entities Covered in respect of all matters relating to this Policy.

## Other Insurance

Where a claim Covered under this Policy may also be covered under another policy of insurance (not issued by Us) then We reserve Our right to seek contribution from the other insurer.

# General Conditions (continued)

When We so require, You or any other person or entity entitled to Cover under this Policy are required to provide Us with a copy of any other insurance policy that may cover all or part of the claim under this Policy.

## Premiums

### Premium Adjustment

When any Premium paid for Cover under Section – Public and Products Liability has been calculated on information provided by You:

- a. You are required to:
  - > keep records of such information; and
  - > provide Us with such information within thirty (30) days of Our request for You to do so; and
- b. We may at any reasonable time during the Period of Cover and any extension thereof and within one (1) year after termination of this Policy or these Sections of this Policy examine such information to verify its accuracy;

to enable Us to calculate any additional Premium payable to Us or refund of Premium payable to You as a result of such Premium adjustment.

We shall not make any Premium refund to You if any Premium on this Policy remains unpaid but may use such refund to reduce any Premium amount due to Us for this Policy.

### Premium Payment

The Cover provided under this Policy does not commence until You have paid Your Premium to Us or Your insurance intermediary for the Period of Cover.

### Payment in Australian Currency

Payment of all Premiums payable for this Policy and any continuation thereof shall be made in Australian currency only.

## Reasonable Precautions

You are required to:

- a. take all reasonable actions and/or precautions to maintain the Business Premises and Business Property in good order and condition;
- b. take all reasonable actions and precautions for the safety and protection of the Business Premises and Business Property and to prevent theft, loss of or Damage to Business Property or loss of or damage to the property of others or Bodily Injury;
- c. repair or remedy as soon as is reasonably practical the fire, security and other protections provided for the safety and protection of the Business Premises and Business Property;

- d. comply with all laws and regulations imposed by any government statutory authority for the safety of property or person; and
- e. only employ competent Employees, servants and agents who also comply with clauses a., b., c. and d. above.

## Transfer of Interest

No interest in this Policy can be transferred or assigned.

## Waiver of Rights and Recovery

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

**We will not pay** a claim under this Policy where:

- a. You have agreed not to recover from any person, entity or corporation liable to compensate You for Loss, Damage or liability; or
- b. You have agreed under any contract, lease or similar agreement to limit or exclude any right of recovery against any third party who would otherwise be liable to compensate You with respect to that Loss, Damage or liability.

We shall waive any rights and remedies or relief to which We are or may become entitled to by way of subrogation against:

- a. any co-insured (including directors, officers and employees); and
- b. any corporation or entity (including its directors, officers and employees) owned or controlled by any Insured or against any co-owner of the Business Property Covered under this Policy;

unless the Loss, Damage and/or liability is caused and/or contributed to by the serious and/or wilful misconduct of any such person or entity.

# General Claims Conditions

The following claims conditions apply to all Sections of this Policy unless otherwise provided under any Section.

Please read them carefully.

Other claims conditions may be contained in a particular Section of this Policy.

It is important that these claims conditions and other claims conditions within a Section or Sections of this Policy are observed.

If You or any other person or party Covered under this Policy do not comply with these conditions:

- a. the Cover under this Policy may be cancelled; or
- b. to the extent Our interests have been harmed by the non-compliance, We may:
  - > reduce any claim payment; or
  - > refuse to pay any claim under this Policy.

## Admission or Authorisations

You are required to obtain Our written consent before:

- a. making any admission, offer, promise or offer of indemnity in connection with any claim under this Policy; or
- b. authorising or undertaking any repairs to any property relevant to a claim under this Policy, unless reasonably necessary to safeguard your property; or
- c. arranging replacement or disposal of any property relevant to a claim under this Policy.

## Claim Notification

You are required to provide Us with:

- a. notice of any Loss, Damage, liability or Claim made against You as soon as reasonably possible after any of these occur or You are notified of such Loss, Damage, liability or of any Claim made against You; and
- b. all correspondence and/or notice of any proceedings in relation to any claim under this Policy and forward to Us every communication, Writ or Summons or other court pleading as soon as reasonably practicable after receipt by You or service on You.

## Claims Control and Legal Proceedings

We may, in Your name, take over and have full discretion in the conduct of the defence or prosecution of legal proceedings or settlement of any claim under this Policy or in the exercise of Our rights of subrogation.

## Claims Cooperation

You are required to provide to Us any reasonable assistance We require to investigate, defend or settle any claim under this Policy.

In particular, You are required to:

- a. provide Us with Your cooperation in assisting Us to handle any claim under this Policy on Your behalf including the gathering of all relevant information and Your attendance at court to give evidence; and
- b. at Your own expense:
  - > provide Us with such books of account and other business books, computer records and other documents, proofs, information, explanations and other evidence as We may reasonably require for the purpose of establishing a claim under this Policy; and
  - > make available personnel who have relevant knowledge of the circumstances and can assist Us in managing a claim under the Policy.

## Claims Payments in Australian Currency

Payment of all claims Covered under this Policy shall be made in Australian currency only.

## Defence of Claims

Where You and We do not agree that a Claim against You should be defended, neither You nor We will be required to defend such Claim, unless advised to do so by mutually agreed Senior Counsel.

If You and We cannot agree on Senior Counsel, We will seek a nomination from the President of the Law Society of the State or Territory in which this Policy has been issued.

The cost of the advice will be paid by Us as part of Your Cover for Defence Costs.

In deciding whether or not to defend a Claim, Senior Counsel will consider the following factors:

- a. the likely cost of defending the Claim;
- b. the prospects of successfully defending the Claim;
- c. the economics of the matter;
- d. the likely awards or damages; and
- e. the likely costs recovered from the third party.

If on the advice of Senior Counsel We recommend settlement of a Claim made against You and You choose to progress defence of the matter:

# General Claims Conditions (continued)

- i. any further defence will be at Your own cost; and
- ii. We will only be liable for:
  - > the amount for which Senior Counsel advises the matter could reasonably have been settled; and
  - > Defence Costs incurred up to the time We recommended settlement.

## Designation of Property

For the purpose of determining whether Business Property is Covered or not Covered under this Policy within:

- a. the definition of 'Business Property'; or
- b. any additional benefit, optional additional benefit or exclusion contained in this Policy;

We agree to accept the designation under which such Business Property appears in Your books of account.

## Excess

You are required to contribute or bear the applicable Excess amount stated in the Policy wording or the Schedule in respect of any claim under this Policy.

Our liability to make any payment in respect of a claim shall be limited to that part of the claim above the Excess.

If You are entitled to Cover under more than one Section of this Policy in respect of a claim arising out of one circumstance or event You will only be required to pay the highest single Excess applicable regardless of the number of Excesses applying to the individual Sections.

## GST

### GST and Claim Payments for Acquisition of Goods and Services or Other Supply

You are required to advise Us of Your correct Input Tax Credit percentage where You are registered as a business and have an Australian Business Number (ABN). **We will not pay** for any GST liability arising from Your incorrect advice of Your Input Tax Credit percentage.

Where We make a payment under this Policy for the acquisition of goods, services or other supply We will reduce the amount of the payment by the amount of any Input Tax Credit that You are, or will be or would have been entitled to in relation to that acquisition whether or not that acquisition is actually made.

### If You are not registered for GST:

- a. We will pay the GST component of the reinstatement, repair, rebuilding or Replacement Cost of the lost or Damaged Business Property in addition to the Sum Insured or other limits stated in this Policy or in the Schedule if the reinstatement, repair, rebuilding or replacement has been authorised by Us and the subsequent invoice is made out to and paid by Us; or
- b. if We pay the reinstatement, repair, rebuilding or Replacement Cost to You We will reduce the payment by the amount of any Input Tax Credit to which We are or would be entitled.

### If You are registered for GST:

- a. **We will not pay** the GST component of the reinstatement, repair, rebuilding or Replacement Cost of the lost or Damaged Business Property;
- b. if We pay the reinstatement, repair, rebuilding or Replacement Cost to You We will reduce the payment by the amount of any Input Tax Credit to which You are or would be entitled;
- c. where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You; or
- d. where this Policy insures Section – Business Interruption We will, where relevant, pay You Your claim by reference to the GST-exclusive amount of any supply or service made by Your Business that is relevant to Your claim under this Policy.

### GST and Claim Payments for Compensation

Where We make a payment under this Policy as compensation instead of as a payment for a relevant acquisition of goods, services or other supply We will reduce the amount of the payment by the amount of any Input Tax Credit that You would have been entitled to had the payment been applied to acquire such goods, services or other supply.

### GST and Claim Payments for Legal and Other Costs

If We pay Defence Costs, legal costs or any other costs or expenses on Your behalf or incurred by You with Our prior consent in relation to any claim under this Policy **We will not pay** or reimburse the amount of GST included in those costs or expenses to the extent that You are entitled to Input Tax Credits in relation to such costs and expenses.



# General Claims Conditions (continued)

## Limitation of GST Payment

If the Sum Insured or Limit of Liability amount or other limits under this Policy is/are not sufficient to Cover Your claim under this Policy We will only pay the respective proportion of the relevant GST amount that relates to the amount of Our settlement of Your claim under this Policy.

## Informing Police

You are required to report any theft, attempted theft, Business Property lost, stolen or vandalised to the police as soon as reasonably practical after becoming aware of such incident, and provide Us with a copy of any written police report.

## Legal Proceedings and Waiver of Legal Privilege

Solicitors and other legal representatives retained by Us to act on Your behalf, or on behalf of any other Insured, must at all times be at liberty to disclose to Us any information obtained in the course of so acting whether from You or any other person or entity. For that purpose You and any other person or entity Covered under this Policy agree to waive any claim to legal professional privilege in respect of such information. We may rely on such information to determine Our obligation to provide Cover under this Policy.

## Loss Minimisation

You are required to do everything reasonable to:

- a. assist in the recovery of any property Covered under this Policy; and
- b. prevent further Loss, Damage, Business interruption or liability following any event which is the subject of any claim under this Policy or which may lead to a claim under this Policy.

## Our Right to Recovery

Where We make a payment to You or on Your behalf in respect of any claim under this Policy We will have the right to recover or obtain contribution from any person or organisation whom We consider liable at law for the Loss, Damage or liability and We shall be entitled to all Your rights of recovery against such person or organisation and We have the right to take such action in Your name.

You will be required to do all that is reasonably necessary to assist Us for the purpose of enforcing any rights and remedies or of obtaining indemnity from any other party to which We are entitled under this Policy.

The amount recovered will be applied first to reducing the amount by which Your Loss exceeds the sum of the payment made by Us and any Excess applied. Any balance remaining after You have been fully compensated for Your Loss, up to the amount We have paid to You to settle Your claim under this Policy, including Our legal costs for recovery, will be retained by Us.

## Preservation of Evidence

You are required to take all reasonable actions necessary to:

- a. retain and preserve all Damaged property for inspection by Us; and
- b. retain and preserve any damaged or defective appliances, machinery, plant or other things which might prove necessary or useful as evidence in connection with any claim under this Policy and, so far as possible with due regard for safety, no alteration or repair shall be made without Our prior consent.

## Progress Payments

We may at our discretion make reasonable progress payments in respect of any claim under this Policy. We shall not unreasonably refuse to do so.

## Recovery of Property

If You recover or find any lost or stolen property for which We have paid a claim under this Policy, You are required to:

- a. inform Us as soon as reasonably possible; and
- b. give Us the recovered or found property if We request that You do so.

## Rewards

We will pay You up to \$5,000 for the reasonable cost of any reward paid by You to recover any Business Property or Money belonging to You or for which You are responsible that is lost, destroyed or Damaged and which is Covered under the Business Property, Theft, Money or Glass Sections of this Policy:

### Provided that:

- i. the terms of the reward must be agreed by Us in writing before it is offered; and
- ii. We shall not pay a greater amount than the value of the Business Property or Money actually recovered.

# General Claims Conditions (continued)

## Salvage

When We accept a claim under this Policy involving loss of or Damage to any property Covered under this Policy We may, at Our option, retain the Damaged property.

You are required to allow Us to take possession of any Damaged property and allow Us to deal with such Damaged property in a reasonable manner. If We do not take possession of the Damaged property You cannot abandon Your responsibilities for the Damaged property.

We will not sell or dispose of any salvage without giving You the opportunity to purchase it at its salvage value.

## Third Party Interests

You are required to inform Us of the interests of all other parties (including financiers, lessors, or other financially interested parties) who have a legal or financial interest in any property the subject of a claim which is Covered under this Policy.



# Section – Business Property

**Section – Business Property forms part of this Policy only if stated in the Schedule.**

## What is Covered

We will Cover You for Damage to Business Property at the Business Premises which occurs during the Period of Cover.

## What is Not Covered

**We will not Cover** You under this Section for loss of or Damage to:

- a. Money – as defined and Covered or which could be Covered in Section – Money;
- b. Business Property from Breakdown – as defined and Covered or which could be Covered in Section – Machinery and Electronic Equipment Breakdown;
- c. Glass or Signs – Breakage of Glass and Signs as defined and Covered or which could be Covered in Section – Glass other than Damage caused by or arising from:
  - > fire, lightning, explosion, implosion, earthquake, subterranean fire, volcanic eruption, water, wind, hail, storm, cyclone, rainwater, impact by Vehicles or animals or Aircraft or articles dropped therefrom, malicious damage, riots or civil commotion;
- d. Business Property while in Transit; or
- e. Business Property undergoing construction, erection, alteration or addition other than as Covered under additional benefit ‘Capital Additions’ in this Section.

**We will not pay** for claims under this Section for Loss or Damage to Business Property when the Loss or Damage to the Business Property arises from or is caused by:

- a. it undergoing any process necessarily involving the application of heat;
- b. it undergoing any process where the Damage results from it being processed;
- c. spontaneous combustion, fermentation or heating;
- d. any process of cleaning, alteration or repair of goods or property belonging to customers or to third parties other than as specifically Covered under this Policy;
- e. adjusting, servicing or testing operations of any machinery, plant or equipment;
- f. storm, tempest, rainwater, snow, sleet, wind or hail to gates, fences, retaining walls, exterior textile awnings, blinds, shade cloth or external Signs as defined in Section – Glass other than as Covered under additional benefit ‘Landscaping’ in this Section;
- g. the action of water from the sea, tidal wave or high water;

- h. the explosion, implosion, rupture, collapse, bursting, cracking or overheating of any boiler (other than a boiler used for domestic purposes), economisers or other pressure equipment, including pipes, valves and other apparatus forming part of these other than as Covered under additional benefit ‘Boilers or Other Pressure Vessels’;
- i. faulty work arising out of or in connection with:
  - > an error or omission in design, plan, specifications, failure of design or incorrect design of Business Property; or
  - > faulty materials or faulty workmanship including the cost of performing, re-performing, correcting, improving, rectifying or completing any work undertaken by You or on Your behalf;
- j. faulty packaging or storage;
- k. movement of foundations caused or contributed to by:
  - > vibration, heaving, creeping, shrinking, settling, or expansion of foundations or supports of Business Property;
  - > erosion, subsidence or earth movement unless caused suddenly by any cause Covered under this Section; or
  - > collapse of Business Property unless caused suddenly by any cause Covered under this Section;
- l. incorrect siting of Business Property;
- m. cessation of work – partial or complete cessation of work, process, operation or activity caused by strikes, labour disputes or locked out workers except as a result of Damage to the Business Property committed by persons taking part in strikes or labour disputes, or by locked out workers;
- n. adjusting, servicing or testing operations;
- o. access by persons not authorised by You to Your computer systems and records;
- p. Computer Virus;
- q. deterioration, fermentation and putrefaction of refrigerated goods; or
- r. demolition of a Building undertaken by You or on Your behalf or by Your agent or ordered by any government or any public, local, municipal or statutory authority as a result of Your failure or the failure of anyone acting on Your behalf or Your agent to comply with any lawful requirement;

### Provided that:

where Business Property is damaged as a result of any event stated in clauses a. to e. above, this exclusion will be limited to the item or items immediately affected and shall not extend to other Business Property.

# Section – Business Property (continued)

## Wear, Tear or Inherent Defect

**We will not Cover** You for Loss arising from or in any way connected with:

- a. vermin or moths, termites and other insects, mice, rats or birds, including eating, chewing, clawing or pecking by them;
- b. inherent defect or inherent vice;
- c. gradual deterioration, wear and tear, normal up-keeping or making good;
- d. rust, corrosion, oxidation, erosion, scale formation, dampness, mould, mildew, rotting, disease, Pollutants or industrial fallout, contamination, wet or dry rot, fading, flaws, scratching, marring or stain;
- e. change of colour or change in flavour, texture or finish;
- f. loss of weight or loss of volume; or
- g. variations in temperature, variation in humidity or variation in controlled atmosphere or evaporation:

### Provided that:

this exclusion shall not apply to subsequent loss of or Damage to Your Business Property occasioned by any cause referred to in clauses a. to g. of this exclusion.

**We will not pay** for claims under this Section arising from or as a result of:

- a. Business Stock inventory shortage or disappearance arising from accounting or clerical errors;
- b. shortage in the supply or delivery of Business Property to You; or
- c. Consequential Loss of any kind other than as Covered under Section – Business Interruption.

## Reinstatement Cover

### Basis of Settlement

Where the Basis of Settlement stated in the Schedule is Reinstatement the amount payable will be the Replacement Cost of the Business Property subject to the following conditions.

### Buildings, Business Contents and Specified Items

#### A. Reinstatement and Replacement

We will at Our option:

- a. reinstate, repair, rebuild or replace the Damaged Buildings, Business Contents or Specified Items to a condition equal to but not better or more extensive than its/their condition when new; or
- b. pay You the amount it would have cost to reinstate, repair or replace Your Damaged Buildings, Business Contents or Specified Items to a condition equal to but not better or more extensive than its/their condition when new:

### Provided that:

- i. the reinstatement, repair, rebuilding or replacement of Buildings, Business Contents or Specified Items may be carried out at another site and in any manner suitable to Your requirements, subject to Our liability not being thereby increased;
- ii. the work of reinstatement, repair, rebuilding or replacement of all Buildings, Business Contents or Specified Items must be commenced and carried out with due diligence and within a reasonable time failing which We will not be liable to make any payment beyond the Indemnity Value of the Buildings, Business Contents or Specified Items at the time the Damage occurs;
- iii. where Buildings, Business Contents or Specified Items are Damaged in part only Our liability will not exceed the sum representing the cost which We would have been called upon to pay if the Buildings, Business Contents or Specified Items had been wholly destroyed;
- iv. no payment beyond the Indemnity Value of the Buildings, Business Contents or Specified Items will be made until a cost equal to the Replacement Cost has actually been incurred; and
- v. if a Building is subject to a contract or order by any authority for, or is otherwise intended for, demolition prior to the event causing the Damage We will, where the Building is considered to be a total loss, pay You the salvage value of the Damaged Building;

### Provided further that:

- vi. **We will not pay** for any extra cost of reinstatement recoverable under or in excess of the amount provided for in the Basis of Settlement clause B. 'Extra Cost of Reinstatement'.

#### B. Extra Cost of Reinstatement

We will also pay the extra cost of reinstatement, repair, rebuilding or replacement (including demolition or dismantling) of the Damaged Buildings, Business Contents or Specified Items necessarily incurred to comply with the requirements of any government, public authority or local or municipal authority or statutory authority:

# Section – Business Property (continued)

## Provided that:

- i. all other policies of insurance effected by You or on Your behalf that provide Cover for the Buildings, Business Contents or Specified Items, whether in whole or in part, provide Cover on a similar basis;
- ii. if the cost of reinstatement, repair, or rebuilding of a Building or Business Contents is less than fifty per-cent (50%) of that which would have been the cost of reinstatement, repair or rebuilding if the Building or Business Contents had been destroyed, the amount recoverable under this additional Cover will be limited to the extra cost necessarily incurred in reinstating, repairing, rebuilding or replacing the Damaged portion only;
- iii. the amount recoverable shall not include the additional costs incurred in complying with any Act, regulation, by-law or requirement of any lawful authority with which You had been required to comply with prior to the happening of the Damage;
- iv. **We will not pay** for any fees, contributions or other imposts recoverable under or in excess of the amount provided for in additional benefit 'Government Fees – Buildings'; and
- v. where the Basis of Settlement in the Schedule is stated as Reinstatement the 'Under-insurance' clause will not apply to the amount payable under this clause B.

## C. Floor Space Ratio Index (plot ratio) – Buildings

We will pay, in addition to any other amount payable on reinstatement of the Building, the difference between the actual cost of reinstatement subject to the reduced floor space ratio index (plot ratio) and the estimated cost of reinstatement at the time of Damage which would have been incurred had a reduced floor space ratio index (plot ratio) not been applicable.

We will only pay this additional amount when an insured Building is damaged and the cost of reinstatement is more than fifty per-cent (50%) of what would be the cost of reinstatement if the Building had been totally destroyed and reinstatement is only legally permissible with a reduced floor space ratio index:

## Provided that:

- i. in calculating the amount payable under this clause any payment made by Us shall include the extra cost payable under Basis of Settlement clause B. 'Extra Cost of Reinstatement' above; and
- ii. any amount payable under this clause shall be paid upon the completion of the rebuilding works as certified by the architect acting on Your behalf in the reinstatement of the Building.

## D. Undamaged Foundations – Buildings

Where a Building is Damaged but its foundations are not destroyed and, due to legal requirements reinstatement, rebuilding or replacement of the Building has been carried out upon another site the abandoned foundations shall be considered as having been destroyed.

If, however, the value of the Business Premises is increased by virtue of the presence of the abandoned foundations, then such increase in value shall be regarded as salvage and that amount shall be paid to Us by You upon completion of the sale of the site or shall be deducted from the final amount of any monies payable by Us under this Section whichever shall occur later.

## E. Professional Fees

We will Cover You for the professional fees and legal costs of architects, surveyors, consulting engineers, clerks of works salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily and reasonably incurred by You with Our prior consent to reinstate, repair, rebuild or replace the Damaged Business Property:

## Provided that:

**We will not pay** for costs, fees, salaries or wages or other expenses for preparing a claim under this clause E.

## F. Output Replacement

Where any Business Property other than Business Stock consists of equipment, machinery or plant having a measurable function, capability or output and if it is necessary to replace such property with a new item or items which perform a similar function or functions, then the Basis of Settlement for such property shall be:

- a. where any Damaged Business Property is to be replaced with any item which has the same or a lesser total function, capability or output, then the Basis of Settlement is the new installed cost of such replacement item that would give the same total function, capability or output as the Damaged Business Property;
- b. where any Damaged Business Property is to be replaced with an item which has a greater total function, capability or output and the new installed cost of such replacement property is no greater than the Replacement Cost of that Business Property, then the Basis of Settlement is the new installed cost of the item; or
- c. where any Damaged Business Property is to be replaced by an item which has a greater total function, capability or output and the new installed cost of such replacement property is greater than the Replacement Cost of the Damaged Business Property, then the Basis of Settlement is the lesser of:

# Section – Business Property (continued)

- > the Replacement Cost; or
- > that proportion of the new installed cost of the replacement item which the output of the Damaged Business Property bears to the output of the replacement item; or
- d. where any Damaged Business Property is to be replaced by an item which have a greater total function, capability or output and the Replacement Cost of the Damaged Business Property cannot be determined, then the Basis of Settlement is the new installed cost of the replacement item.

## Business Stock

We will pay You the cost of replacing Damaged Business Stock:

### Provided that:

#### i. Raw Materials

in the case of raw materials, supplies and other merchandise not manufactured by You We will pay the cost of replacement calculated at the time and place of replacement, provided that replacement shall have been carried out with reasonable despatch or, if not replaced, the original cost to You of such Business Stock or the Indemnity Value of such Business Stock, whichever is the lesser amount;

#### ii. Materials in Process

in the case of materials in the process of manufacture, We will pay the cost of replacement of the raw materials as above and the cost of labour and other overhead charges expended on them calculated at the time and place of the Damage;

#### iii. Finished Goods

in the case of finished goods We will pay:

- > the cost of replacement of the raw materials as above and the cost of labour and other overhead charges expended on them without any allowance for profit calculated at the time and place of the Damage; and
- > the cost of restocking such Business Stock within a reasonable time:

### Provided further that:

- iv. **We will not pay** You any allowance for profit;
- v. replacement of the Damaged Business Stock has been carried out with due diligence and within a reasonable time;
- vi. if the whole or any part of the Business Stock is not replaced We will pay the original cost of the whole or part, as the case may be, of the Business Stock to You or We will pay You the Indemnity Value of the Damaged Business Stock at the time of the Damage, whichever is the lesser amount; and
- vii. any salvage of goods or branded goods owned by You or held in trust or on commission by You and of any goods sold but not delivered by You shall not be disposed of by sale without Your consent. If such salvage is not disposed of by sale the Basis of Settlement of the claim shall be the Indemnity Value of the goods after brands, labels or names have been removed by You or on Your behalf.

## Our Maximum Liability – Reinstatement Cover

Where the Basis of Settlement stated in the Schedule is Reinstatement Our maximum liability under this Section in respect of Basis of Settlement clauses A. to E. in respect of Business Property will be limited to the Sums Insured stated in the Schedule for each of:

- a. Buildings;
- b. Business Contents;
- c. Business Stock; or
- d. Specified Items;

in respect of all Loss or Damage from whatsoever cause.

## Under-insurance – Reinstatement Cover

In the event of Damage to Business Property Covered under this Section, Our liability for the Loss in respect of each of Building, Business Contents or Specified Items will be limited to the proportion that the Sum Insured shown in the Schedule bears to eighty per-cent (80%) of the actual Replacement Cost of the Damaged item at the time of such Damage:

### Provided that:

this clause will not apply if the amount of the Damage is less than ten per-cent (10%) of the Sum Insured for each of the Buildings, Business Contents, Business Stock or Specified Items Covered under Section – Business Property.

# Section – Business Property (continued)

## Additional Benefits – Reinstatement Cover

Where the Basis of Settlement stated in the Schedule is Reinstatement:

We will, subject to all of the provisions of this Policy, also Cover You for the following additional benefits.

Our liability will be limited to the amount stated:

- a. in the relevant additional benefit; or
- b. if no amount is stated in the relevant additional benefit, the amount stated in the Schedule for that additional benefit; or

- c. as the Sum Insured in respect of the Cover provided for each of Buildings, Business Contents, Business Stock or Specified Items that relates to that additional benefit where no amount is stated in either of the relevant additional benefit or in the Schedule for that additional benefit.

The Business Property Additional Benefits Table provides a summary of the additional benefits under this Section.

**These additional benefits do not apply when You have selected and accepted Indemnity Cover.**

**Business Property Additional Benefits Table**

Additional Benefits	Buildings	Business Contents	Business Stock	Specified Items
Alternative Premises	N	Y	Y	Y
Boilers or Other Pressure Vessels	N	Y	N	N
Capital Additions	Y	Y	N	Y
Claims Preparation Costs	Y	Y	Y	Y
Clearing Pipes and Drains	Y	Y	Y	N
Discharge of Mortgage Fees or Lease Fees	Y	Y	Y	Y
Government Fees – Buildings	Y	N	N	N
Landscaping	Y	Y	N	N
Loss of Land Value – Buildings	Y	N	N	N
New Business Premises	N	Y	Y	Y
Personal Effects	N	Y	N	N
Prevention of Damage Costs	Y	Y	Y	Y
Reinstatement of Cover	Y	Y	Y	Y
Removal of Debris and Temporary Repairs	Y	Y	Y	Y
Rewriting of Business Documents	N	Y	N	N
Seasonal Increase – Business Stock	N	N	Y	N
Temporary Protection and Security	Y	Y	Y	Y

# Section – Business Property (continued)

## Alternative Premises

We will Cover You for Damage otherwise Covered under this Section to Business Property located in alternative premises anywhere in Australia:

**Provided that:**

**We will not Cover:**

- i. Business Stock that is on consignment to other parties unless it is owned by You or is property for which You are legally responsible; or
- ii. You for Business Property which has been removed from the Business Premises for a period greater than ninety (90) consecutive days without Our prior written consent.

Our maximum liability under this additional benefit for any one claim will be limited to:

- a. twenty per-cent (20%) of the Sum Insured on each of Business Contents or Business Stock; and
- b. the amount stated in the Schedule in the Schedule in respect of any Specified Item.

## Boilers or Other Pressure Vessels

We will, when Business Contents are Covered under this Section, Cover You for Damage to boilers, economisers, vessels under pressure or their contents resulting from their own explosion or implosion:

**Provided that:**

**We will not pay** this additional benefit when the Damaged boilers, economisers, vessels under pressure or their contents are also Covered under Section – Machinery and Electronic Equipment Breakdown of this Policy.

Our maximum liability under this additional benefit for any one claim will be limited to \$20,000.

## Capital Additions

We will Cover You for Damage otherwise Covered under this Section in respect of additions to Your Buildings, Business Contents and Specified Items which are obtained or built during the Period of Cover.

Our maximum liability under this additional benefit for any one claim will be limited to:

- a. twenty per-cent (20%) of the Sum Insured on each of the Buildings, Business Contents or Specified Items Covered under this Section; or
- b. \$500,000;

whichever is the lesser amount.

## Claims Preparation Costs

We will Cover You for professional fees and other expenses necessarily and reasonably incurred by You with Our prior consent, and which are not otherwise recoverable, in producing such information or evidence as We may require to support Your claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000:

**Provided that:**

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

## Clearing Pipes and Drains

When Buildings and/or Business Contents and/or Business Stock are Covered under this Section We will Cover You for costs necessarily and reasonably incurred by You with Our prior consent to clear service pipes, drains, gutters or sewers, including repairs, at or in the immediate vicinity of the Business Premises as a result of Damage to the Buildings and/or Business Contents and/or Business Stock Covered under this Section at the Business Premises.

We will pay this additional benefit even if the Buildings at the Business Premises are not Covered under this Section:

**Provided that:**

**We will not pay** for normal maintenance costs of clearing and/or maintaining such service pipes, drains, gutters or sewers or for the costs of clearing tree root infestation.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000.

## Discharge of Mortgage Fees or Lease Fees

We will Cover You for the legal costs which are necessarily and reasonably incurred by You to discharge a mortgage, lease or similar legally enforceable written agreement which becomes necessary as a result of Damage to the Business Property and where, at Our discretion, We treat the claim settlement in respect of the Business Property on the basis of a total loss.

Our maximum liability under this additional benefit for any one claim will be limited to:

- a. on Business Property where the Sum Insured is not otherwise exhausted, an amount up to the balance of the Sum Insured for each of the Damaged Business Property; or



# Section – Business Property (continued)

- b. on Business Property where the Sum Insured is exhausted, an amount up to an additional ten per-cent (10%) of the Sum Insured for each of the Damaged Business Property.

## Government Fees – Buildings

We will Cover You for any fees, contributions or other amounts payable to any government, public authority or local or municipal authority or statutory authority necessarily and reasonably incurred by You when payment of such fees, contributions or other amounts are a condition precedent to the obtaining of consent to the reinstatement, repair, rebuilding or replacement of any Building Covered under this Section and for which We pay a claim for the reinstatement, repair, rebuilding or replacement following Damage to the Building under this Section:

### Provided that:

**We will not pay** for any fine or penalty imposed by such authorities.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000.

## Landscaping

When Buildings and/or Business Contents are Covered under this Section We will Cover You for Damage otherwise Covered under this Section for the cost of Damage to landscaping (including trees, shrubs and lawn) owned by You or for which You are legally liable to pay under any lease or similar written agreement:

### Provided that:

**We will not pay** for Damage caused by Flood, storm, tempest, rainwater, wind, snow, sleet, cyclone or hail.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000.

## Loss of Land Value – Buildings

If the requirements of any government, public authority or local or municipal authority or statutory authority do not allow rebuilding, or only allow partial rebuilding, at the Business Premises, We will pay the deficit between the land value of the Business Premises after the Damage and the land value of the Business Premises before the Damage:

### Provided that:

**We will only pay** this additional benefit when the Damaged Building cannot be repaired or reinstated and We treat Your claim under this Section as a total loss of the Building Covered under this Section.

Our maximum liability under this additional benefit in respect of any one claim will be limited to:

- a. twenty per-cent (20%) of the Sum Insured stated in the Schedule for the Damaged Building at the time of the Damage; or

- b. \$100,000;

whichever is the lesser amount.

In either case, Our liability under this additional benefit will be reduced by any sum paid by any authority to You by way of compensation.

## New Business Premises

We will Cover You for Damage otherwise Covered under this Section for Business Property removed from the Business Premises while at any new Business Premises first occupied by You during the Period of Cover:

### Provided that:

without Our prior written consent this temporary Period of Cover is limited to the least period of:

- i. the next expiry date of the Period of Cover;
- ii. the date on which the Business Property ceases to belong to You; or
- iii. ninety (90) consecutive days from the date You acquire or commence using the new Business Premises or other building:

### Provided further that:

- iv. the Business Property is of similar type to that already Covered under this Section;
- v. the new Business Premises or other building is comprised of a building of similar construction, fire and security protection to the Business Premises currently described in the Schedule;
- vi. You must provide Us with full details of the new Business Premises or other building within ninety (90) days of the commencement of this temporary Period of Cover; and
- vii. You pay Us any additional Premium We may require.

### We will not pay for:

- a. Money or Personal Effects of You, Your principals, directors, Employees or members of Your Family; or
- b. Business Contents, Business Stock or Specified Items whilst in Transit.

Our maximum liability under this additional benefit for any one claim will be limited to \$500,000 in total for all Business Property.

# Section – Business Property (continued)

## Personal Effects

When Business Contents are Covered under this Section We will Cover You for Damage otherwise Covered under this Section to personal effects (including tools) belonging to You or Your principals, directors or Employees:

### Provided that:

**We will not pay** for loss of or damage to Money.

Our maximum liability under this additional benefit in respect of:

- a. any one claim will be limited to \$5,000;
- b. all claims relating to any one person during the Period of Cover will be limited to \$5,000; and
- c. all claims in the aggregate during the Period of Cover will be limited to \$50,000.

## Prevention of Damage Costs

Where Business Property is Covered under this Section We will Cover You for costs necessarily and reasonably incurred by You to:

- a. extinguish a fire or to respond to a chemical emergency threatening to Damage the Business Property including attendance by a fire brigade or fire fighting or similar authority;
- b. prevent or reduce imminent Damage to Business Property including gaining access;
- c. recharge and replace equipment used to extinguish a fire; and
- d. shut off the supply of water or other substances that are accidentally discharged from any fire protection equipment or system.

We will pay this additional benefit even though there has been no Damage to the Business Premises or other Business Property.

Our maximum liability under this additional benefit for any one claim will be limited to \$50,000.

## Reinstatement of Cover

The amount by which the Sum Insured on each of Buildings, Business Contents, Business Stock or Specified Items is reduced as a consequence of the Damage will be reinstated as from the date of the Damage:

### Provided that:

- i. there is no written request from You or written notice by Us to the contrary;
- ii. You pay the Premium which We require for the reinstatement of Cover; and

- iii. We will not reinstate the Sum Insured if We have paid the Sum Insured in full or where the claim is for the total loss of the insured Business Property.

## Removal of Debris and Temporary Repairs

We will pay costs necessarily and reasonably incurred by You with Our consent for:

- a. the removal, storage and disposal of Debris and of anything which caused Damage at the Business Premises;
- b. the removal, storage and disposal of Debris from premises, roadways, services, railways or waterways owned by any other person or entity where You are liable at law to remove, store or dispose of such Debris as a result of Damage, together with the costs of cleaning up, **but only when** that liability has not arisen as a result of any agreement made by You unless that liability would have attached to You in the absence of such agreement;
- c. demolition of the whole or Damaged portion of the Business Premises and removal of Business Property insured which is necessary for the purposes of reinstatement, repair, rebuilding or replacement of the Business Property as a result of Damage; and
- d. temporary repairs to the Business Premises including the demolition, dismantling, shoring up, propping up or underpinning of Business Property insured in order to effect temporary repairs.

We will pay such costs after all other costs have been incurred in the reinstatement of the Damaged Business Property up to the balance of the Sum Insured stated in the Schedule in respect of each of the Buildings, Business Contents, Business Stock or Specified Items Covered under this Section.

When the Sum Insured is exhausted by the payment of a claim in respect of Business Property under this Section We will pay any additional costs for removal of Debris or temporary repairs otherwise payable:

### Provided that:

Our maximum liability under this additional benefit for any one claim is limited to \$50,000:

### Provided further that:

if You are also Covered under this Section in respect of optional additional benefit 'Removal of Debris' Our maximum liability for all benefits payable for the removal of Debris and temporary repairs under this Section arising from the one event or cause shall not be cumulative and shall be limited to the Removal of Debris Sum Insured stated in the Schedule.



# Section – Business Property (continued)

## Rewriting of Business Documents

When Business Contents are Covered under this Section We will Cover You for clerical and professional costs necessarily and reasonably incurred by You with Our prior consent to restore or reconstruct Your Business Documents following Damage otherwise Covered under this Section:

**Provided that:**

**We will not pay** You:

- i. if You are entitled to claim for similar costs under Section – Business Interruption; or
- ii. for any financial or other Consequential Loss caused by the loss of Your business records.

Our maximum liability under this additional benefit for any one claim will be limited to:

- a. ten per-cent (10%) of the Business Contents Sum Insured stated in the Schedule; or
- b. \$25,000;

whichever is the lesser amount, unless otherwise stated in the Schedule.

## Seasonal Increase – Business Stock

We will Cover You for Damage otherwise Covered under this Section for seasonal increase in the wholesale value of Your Business Stock during the periods:

- a. commencing eight (8) weeks prior to and including Christmas Day and finishing three (3) weeks after Christmas Day; and
- b. commencing six (6) weeks prior to and including Easter Tuesday and finishing one (1) week after Easter Tuesday; or

any other period stated in the Schedule.

Our maximum liability under this additional benefit for any one claim will be limited to fifty per-cent (50%) of the Business Stock Sum Insured stated in the Schedule.

When both Business Contents and Business Stock are Covered under this Section We will only apply such increase in respect of Cover for Your Business Stock in the same proportion as the total value of Your Business Stock bears to the total value of Your combined Business Contents and Business Stock in Your books of account.

## Temporary Protection and Security

Where Business Property is Covered under this Section We will Cover You for costs necessarily and reasonably incurred by You for the temporary protection of the Business

Premises, including the employment of security guards, to safeguard the Business Premises following Damage otherwise Covered under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to:

- a. the Sum Insured stated in the Schedule when the Sum Insured is not otherwise exhausted by the payment of a claim under this Section; or
- b. an additional amount not exceeding \$25,000:

**Provided that:**

If You are Covered under any other Section of this Policy Our maximum liability for the additional benefits payable for 'Temporary Protection and Security' under each Section arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

## Optional Additional Benefits

The following optional additional benefits apply only if You have selected the optional additional benefit Cover and paid any additional Premium applicable. The optional additional benefit and the Sum Insured for that benefit will be stated in the Schedule.

### Flood

Where Buildings, Business Contents, Business Stock or Specified Items are Covered under this Section We will Cover You for Damage caused by Flood to the Buildings, Business Contents, Business Stock or Specified Items.

When Flood is Covered under this Policy We will also Cover You for Damage caused by Flood to:

- a. Glass and Signs at the Location of Risk; and
- b. Business Contents, Business Stock or Specified Items which are Covered under Section – General Property when Cover for that Section is stated in the Schedule:

**Provided that:**

**We will not Cover** You for Damage caused by Flood to landscaping (including trees, shrubs and lawn) owned by You or for which You are legally liable to pay under any lease or similar written agreement.

Our maximum liability under this optional additional benefit for any one claim for Damage caused by Flood at the Location of Risk will be limited to the Flood Sum Insured for each of Buildings, Business Contents, Business Stock or Specified items stated in the Schedule.

# Section – Business Property (continued)

## Removal of Debris

Where:

- a. the Basis of Settlement stated in the Schedule is Reinstatement; and
- b. the Sum Insured in respect of each of Buildings, Business Contents, Specified Items and/or Business Stock has been exhausted by a claim under this Section;

We will Cover You for any additional amounts You become liable to pay for removal of Debris and temporary repairs in respect of such claim.

Our maximum liability in respect of this optional additional benefit for any one claim will be limited to the Removal of Debris Sum Insured stated in the Schedule:

### Provided that:

Our maximum liability for all benefits payable for the removal of Debris and temporary repairs under this Section arising from the one event or cause shall not be cumulative and shall be limited to the Removal of Debris Sum Insured stated in the Schedule.

## Strata Title Mortgagee's Interest

When:

- a. You own part of a Building that has been subdivided into strata, community or similar title units and You have a mortgage on that part of the Building; and
- b. if You have arranged this Policy to insure only the interest of a mortgagee in a strata (or similar) title unit; and
- c. where such Damage is otherwise Covered under this Section:

We will pay:

- > when this Policy is the only insurance policy in force that insures the Building at the date of the Damage:
  - > the amount necessary to repair the Damage to that part of the Building owned by You to a condition equal to but not better or more extensive when new in accordance with the Basis of Settlement Reinstatement clauses A. to E.;
- > when the body corporate (or similar body) has an insurance policy in force that insures the Building, whether in whole or in part, at the date of the Damage:
  - > the difference between the amount the body corporate or its insurer pays and the reinstatement cost of the Damage to that part of the Building owned by You; or
- > where reinstatement is not carried out, or only partially carried out:

- > the amount sufficient to discharge the mortgage held by You over that part of the Building owned by You as at the date of the Damage after deducting any amount We or the body corporate (or similar body) insurer have paid in respect of the partial reinstatement of the Building:

### Provided that:

- i. We will pay only that part of the Loss or Damage that applies to the financial interest of the mortgagee;
- ii. the mortgagee requires You to discharge Your mortgage;
- iii. all payments We make in respect of the discharge of Your mortgage will be paid direct to the mortgagee unless We are otherwise directed in writing by the mortgagee to pay such monies to You or any other person or entity; and
- iv. **We will not pay** any additional benefits otherwise payable under this Section:

### Provided further that:

- v. the indemnity provided under any and all other insurance policies insuring the Building at the date of the Damage shall cover the Building on a similar Reinstatement Basis of Settlement as that provided under this Section failing which the Cover provided under this additional benefit will be subject to the application of Indemnity Cover provided under this Section.

Our maximum liability in respect of this optional additional benefit for any one claim will be limited to the Sum Insured for Buildings stated in the Schedule.

## Indemnity Cover

### Basis of Settlement

Where the Basis of Settlement stated in the Schedule is Indemnity Our maximum liability under this Section will be limited to:

- a. the Indemnity Value of the Business Property; or
- b. the Sum Insured stated in the Schedule;

whichever is the lesser amount.

### Removal of Debris and Temporary Repairs

We will also Cover You for costs necessarily and reasonably incurred by You with Our consent for:

- a. the removal, storage and disposal of Debris and of anything which caused Damage at the Business Premises;
- b. the removal, storage and disposal of Debris from premises, roadways, services, railways or waterways

## Section – Business Property (continued)

owned by any other person or entity where You are liable at law to remove, store or dispose of such Debris as a result of Damage, together with the costs of cleaning up, **but only when** that liability has not arisen as a result of any agreement made by You unless that liability would have attached to You in the absence of such agreement;

- c. demolition of the whole or Damaged portion of the Business Premises and removal of Business Property insured which is necessary for the purposes of reinstatement, repair, rebuilding or replacement of the Business Property as a result of Damage; and
- d. temporary repairs to the Business Premises including the demolition, dismantling, shoring up, propping up or underpinning of Business Property insured in order to effect temporary repairs.

### Our Maximum Liability

Our maximum liability under this Section including all costs arising from removal of Debris and temporary repairs will be limited to the Sum Insured stated in the Schedule in respect of all Loss or Damage from any cause whatsoever.

### Under-insurance

In the event of Damage to Business Property Covered under this Section, Our liability for the Loss in respect of each of Building, Business Contents, Business Stock or Specified Items will be limited to the proportion that the Sum Insured shown in the Schedule bears to eighty per-cent (80%) of the actual Indemnity Value of the Damaged item at the time of such Damage:

#### Provided that:

this clause will not apply if the amount of the Damage is less than ten per-cent (10%) of the Sum Insured for each of the Buildings, Business Contents, Business Stock or Specified Items Covered under Section – Business Property.

### Additional Benefits – Indemnity Cover

Where Business Property is Covered under this Policy for Indemnity Basis of Settlement We will also Cover You in respect of the following additional benefits.

#### Loss of Land Value – Buildings

If the requirements of any government, public authority or local or municipal authority or statutory authority do not allow rebuilding, or only allow partial rebuilding, at the Business Premises, We will pay the deficit between the land value of the Business Premises after the Damage and the land value of the Business Premises before the Damage:

#### Provided that:

We will only pay this additional benefit when the Building cannot be repaired and We treat Your claim under this Section as a total loss of the Building Covered under this Section.

Our maximum liability under this additional benefit in respect of any one claim will be limited to:

- a. twenty per-cent (20%) of the Sum Insured stated in the Schedule for the Damaged Building at the time of the Damage; or
- b. \$100,000;

whichever is the lesser amount.

In either case, Our liability under this additional benefit will be reduced by any sum paid by any authority to You by way of compensation.

### Reinstatement of Cover

The amount by which the Sum Insured on each of Buildings, Business Contents, Business Stock or Specified Items is reduced as a consequence of the Damage will be reinstated as from the date of the Damage:

#### Provided that:

- i. there is no written request from You or written notice by Us to the contrary;
- ii. You pay the Premium which We require for the reinstatement of Cover; and
- iii. We will not reinstate the Sum Insured if We have paid the Sum Insured in full or where the claim is for the total loss of the insured Business Property.

### Claim Condition – Applying to Reinstatement Cover

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance, We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

### Cash Settlement

Where We have offered to reinstate, repair, rebuild or replace Your Buildings, Business Contents or Specified Items You may request that We pay You a cash settlement. We may decline Your request however, We will not unreasonably do so.

# Section – Business Property (continued)

If We agree to pay Your claim by a cash settlement, We will pay You:

- a. the Indemnity Value of Your Buildings, Business Contents or Specified Items if they are a total loss; or
- b. an amount equal to the reasonable cost of repairing or replacing Your Buildings, Business Contents or Specified Items, less any trade discount We would have received or negotiated if We had repaired or replaced it/them.

## Claim Condition – Applying to Indemnity Cover

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

## Undamaged Foundations – Buildings

Where a Building is Damaged but its foundations are not destroyed and, due to legal requirements reinstatement, rebuilding or replacement of the Building has been carried out upon another site, the abandoned foundations shall be considered as having been destroyed.

If, however, the value of the original Business Premises is increased by virtue of the presence of the abandoned foundations, then such increase in value shall be regarded as salvage and that amount shall be paid to Us by You upon completion of the sale of the site or shall be deducted from the final amount of any monies payable by Us under this Section, whichever shall occur later.

## Conditions – Applying to all of Section – Business Property

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

## Sprinkler Installations

For any Business Premises in which an automatic sprinkler system is installed and which is owned by You, or where You are responsible for the operation or maintenance of the automatic sprinkler system, You must:

- a. ensure that the Business Property is protected as required by law by an approved installation of automatic

sprinklers, automatic external alarm signal and automatic alarm signal connected with a Fire Brigade Station or other legally approved monitoring organisation;

- b. exercise due diligence to ensure that any system and alarm signal are at all times maintained in good working order;
- c. ensure that such system will be regularly maintained in accordance with Australian Standard AS1851 (Part 3); and
- d. notify Us, or Your insurance intermediary, in writing and as soon as reasonably practicable, of any alterations or additions to the automatic sprinkler installation;

# Section – Business Interruption

**Section – Business Interruption forms part of this Policy only if stated in the Schedule.**

## Definitions – Applying to all of Section – Business Interruption

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Accounts Receivable

means the unpaid balance of monies due from customers of Your Business as detailed in Your Business accounts or certified by Your accountant but excluding Rent and/or debts that were bad or doubtful prior to the Damage.

### Annual Rent

means the Rent receivable during the twelve (12) months immediately before the date of the Damage.

### Annual Revenue

means the Revenue earned during the twelve (12) months immediately before the date of the Damage.

### Annual Turnover

means the Turnover during the twelve (12) months immediately before the date of the Damage.

### Damage

For the purpose of the Cover provided under this Section the general definition of 'Damage' is extended to include Damage occurring as a result of a claim Covered under:

- > Section – Business Property;
- > Section – Theft;
- > Section – Money;
- > Section – Glass; or
- > Section – General Property

of this Policy.

### Gross Profit

means the amount by which the sum of the Turnover and the amount of the closing Business Stock and work in progress exceeds the sum of the opening Business Stock and work in progress and the amount of the Uninsured Working Expenses.

The amount of the opening and closing Business Stock will be arrived at in accordance with Your normal accounting methods, due provision being made for depreciation.

### Indemnity Period

means the period stated in the Schedule and commencing from the date of the Damage and ending not later than:

- a. the last day of the Indemnity Period during which period the Revenue of Your Business is affected as a consequence of the Damage; or
- b. the date when the Revenue of Your Business is no longer affected;

whichever occurs first.

### Rate of Gross Profit

means the Gross Profit expressed as a percentage earned on the Turnover during the financial year immediately before the date of the Damage.

### Rent

means the rental income (including base rental, Turnover rental and contributions from outgoings) receivable by You for the letting of the Business Premises in accordance with a lease or similar contract or other legally enforceable written agreement existing at the time of the Damage.

### Revenue

means the Money paid or payable to You as a:

- a. wholesaler or retailer of goods – for goods sold and delivered in the course of Your Business less the cost of any related purchases (after any discounts);
- b. professional practitioner or consumer services provider – for services rendered and work performed in connection with Your Business; or
- c. property owner – by tenants (being Rent as defined).

### Shortage in Turnover

means the amount by which the actual Turnover during the Indemnity Period (less the proceeds of any salvage sale we have consented to) falls short of the Standard Turnover as a result of the Damage.

### Standard Rent

means the Rent receivable during that period in the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period.

### Standard Revenue

means the Revenue earned within that period during the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period.

# Section – Business Interruption (continued)

## Standard Turnover

means the Turnover during that period in the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period.

## Turnover

means the amount (less discounts, if any allowed) paid or payable to You for goods sold and delivered and for services rendered in the course of the Business.

## Uninsured Working Expenses

means the working expenses of Your Business which You have elected not to Cover under this Section and which are stated in the Schedule.

## Part A – Annual Revenue Basis

### What is Covered

The Cover provided under this Part A forms part of this Section only if selected by You and stated in the Schedule.

In the event of interruption of or interference with Your Business as a result of Damage to any Building and/or any other Business Property or any part thereof used by You at the Business Premises for the purpose of Your Business We will Cover You for the amount of the Loss resulting from such interruption or interference:

#### Provided that:

- i. We have paid for or admitted liability in respect of such Damage under the relevant Section of this Policy, or
- ii. another insurer has paid for or admitted liability in respect of such Damage;

unless no such payment is made or liability is admitted solely due to the application of the Excess payable under this Section or in the insurance policy of that other insurer:

#### Provided further that:

- iii. Our payment for the Loss will be in accordance with the Basis of Settlement provision for this Part A.

### Basis of Settlement

The Cover provided under this Part A is limited to the loss of Revenue and increase in the cost of working.

The amount payable under this Part A will be:

- a. in respect of the loss of Revenue, the amount by which the Revenue earned during the Indemnity Period falls short of the Standard Revenue as a consequence of the Damage; and
- b. in respect of the increase in cost of working, the additional expenditure necessarily and reasonably incurred by You as a result of Damage, for the primary purpose of avoiding or diminishing the loss of Revenue during the Indemnity Period;

**but not exceeding** the amount of reduction in Revenue thereby avoided:

less any sum saved during the Indemnity Period in respect of such charges and expenses of Your Business payable out of Revenue as may cease or be reduced as a consequence of the Damage.

### Under-insurance

If the Sum Insured for this Part A at the commencement of each Period of Cover is less than eighty per-cent (80%) of the Annual Revenue the amount payable will be reduced so that We will be liable for no greater proportion of the Loss under this Part A than that which the Sum Insured bears to eighty per-cent (80%) of the Annual Revenue (or its proportionately increased multiple where the Indemnity Period exceeds twelve (12) months).

We will not apply this under-insurance clause if Your claim is for less than ten per-cent (10%) of the Sum Insured for this Part A.

Our maximum liability under this Part A for any one claim will be limited to the Annual Revenue Basis Sum Insured stated in the Schedule.

## Part B – Insurable Gross Profit Basis

### What is Covered

The Cover under this Part B forms part of this Section only if selected by You and stated in the Schedule.

In the event of interruption of or interference with Your Business as a result of Damage to any Building and/or any other Business Property or any part thereof used by You at the Business Premises for the purpose of Your Business We will Cover You for the amount of the Loss resulting from such interruption or interference:



# Section – Business Interruption (continued)

## Provided that:

- i. We have paid for or admitted liability in respect of such Damage under the relevant Section of this Policy, or
- ii. another insurer has paid for or admitted liability in respect of such Damage;

unless no such payment is made or liability is admitted solely due to the application of the Excess payable under this Section or in the insurance policy of that other insurer:

## Provided further that:

- iii. Our payment for the Loss will be in accordance with the Basis of Settlement provision for this Part B.

## Basis of Settlement

The Cover provided under this Part B is limited to the loss of Gross Profit due to a reduction in Turnover and the increase in Your cost of working.

The amount payable under this Part B will be:

- a. in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the Shortage in Turnover; and
- b. in respect of the increase in cost of working, the additional expenditure necessarily and reasonably incurred by You as a result of Damage, for the primary purpose of avoiding or diminishing the reduction in Turnover during the Indemnity Period;

**but not exceeding** the sum produced by applying the Rate of Gross Profit to the amount of reduction thereby avoided:

less any sum saved during the Indemnity Period in respect of such charges and expenses of Your Business payable out of Gross Profit as may cease or be reduced as a consequence of the Damage.

## Under-insurance

If the Sum Insured for this Part B at the commencement of each Period of Cover is less than the sum produced by applying the Rate of Gross Profit to eighty per-cent (80%) of the Annual Turnover (or its proportionately increased multiple where the Indemnity Period exceeds twelve months), the amount payable in respect of any claim under this Part B will be reduced so that We will be liable for no greater proportion of the Loss under this Part B than that which the Sum Insured bears to eighty per-cent (80%) of the Annual Turnover (or its proportionately increased multiple where the Indemnity Period exceeds twelve (12) months).

We will not apply this under-insurance clause if Your claim is for less than ten per-cent (10%) of the Sum Insured for this Part B.

Our maximum liability under this Part B for any one claim will be limited to the Insurable Gross Profit Sum Insured stated in the Schedule.

## Additional Benefits – Applying to Part B

### Contractual Fines and Penalties

Following a claim under this Part B – Insurable Gross Profit Basis We will also pay:

- a. for fines or damages, other than aggravated, punitive or exemplary damages, for breach of contract resulting from non-completion or late completion of orders; or
- b. the discharge of contract purchases, cancellation charges, fines or damages for breach of contracts for the purchase of goods or services which cannot be utilised by You during the Indemnity Period, less any value to You for such goods or the amount received from sale.

Our maximum liability under this additional benefit for any one claim will be limited to twenty per-cent (20%) of the total Sum Insured under this Part B – Insurable Gross Profit Basis.

## What is Not Covered – Exclusions applying to all of Section – Business Interruption

**We will not Cover** You under this Section for:

- a. claims arising from or in any way connected with Flood unless Flood is stated in the Schedule as being Covered under Section – Business Property;
- b. claims arising from Breakdown as defined and Covered under Section – Machinery and Electronic Equipment Breakdown; or
- c. claims for any Loss if You elect not to continue in the Business after the happening of the Damage.

**We will not pay** for claims under this Section for or arising from Consequential Loss of any kind other than that provided specifically for in the Cover under this Section.

## Additional Benefits – Applying to Parts A and B

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited:

# Section – Business Interruption (continued)

- a. to the amount stated in the relevant additional benefit; or
- b. if no amount is stated in the additional benefit, to the Sum Insured stated in the Schedule for either of:
  - > Part A – Annual Revenue; or
  - > Part B – Insurable Gross Profit;

**but only to the extent that** the Sum Insured for the relevant part is not otherwise exhausted.

## Alternative Premises

We will Cover You for Loss resulting from Damage to Your Business Property stored or being processed at any premises in Australia not occupied by You.

Our maximum liability under this additional benefit for any one claim will be limited to twenty per-cent (20%) of the Sum Insured under this Section for either of:

- a. Annual Revenue; or
- b. Insurable Gross Profit;

as stated in the Schedule.

## Business Documents

We will Cover You for Loss resulting from Damage to Business Documents belonging to You or held in trust by You while in Transit or while at any premises not occupied by You.

Our maximum liability under this additional benefit for any one claim will be limited to twenty per-cent (20%) of the Sum Insured under this Section for either of:

- a. Annual Revenue; or
- b. Insurable Gross Profit;

as stated in the Schedule.

## Claims Preparation Costs (Limited Cover)

We will Cover You for professional fees and other expenses necessarily and reasonably incurred by You with Our prior consent, to produce such information or evidence as We may require to establish Your claim under either of Part A or Part B of this Section.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000:

### Provided that:

if You are also Covered under this Section in respect of optional additional benefit 'Claims Preparation Costs' Our maximum liability for all benefits payable for 'Claims Preparation Costs' under this Section arising from the one event or cause shall be cumulative and shall be limited to the combined sum of:

- a. \$25,000 payable under this additional benefit; and
- b. the amount stated in the Schedule for optional additional benefit 'Claims Preparation Costs':

### Provided further that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

## Computer Facilities

We will Cover You for Loss resulting from Damage to computer installations, including ancillary equipment and data processing media, utilised by You in Australia other than at the Business Premises.

## Customers' or Suppliers' Premises

We will Cover You for Loss resulting from Damage to unspecified Business Property at the premises of Your customers or suppliers of goods or materials or services (other than those services provided by any public utilities) or at storage premises neither owned nor operated by You where You store Business Property, all within Australia.

Our maximum liability under this additional benefit for any one claim will be limited to twenty per-cent (20%) of the Sum Insured under this Section for either of:

- a. Annual Revenue; or
- b. Insurable Gross Profit;

as stated in the Schedule.

## Explosion of Pressure Vessels

We will Cover You for Loss resulting from Damage to boilers, economisers and vessels under pressure resulting from their own explosion or implosion.

## Prevention of Access

We will Cover You for Your inability to trade or otherwise conduct Your Business at the Business Premises in whole or in part during the Period of Cover caused by:

- a. the intervention of any lawful authority which prevents access to or hinders the use of Your Business Premises resulting from physical damage or threat of physical damage to property within the immediate vicinity of Your Business Premises:



## Section – Business Interruption (continued)

### Provided that:

such physical damage or threat of physical damage is not directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of, alteration of, or a reduction in the functionality, availability or operation of a Computer or Electronic Data;

- b. damage to buildings in which the Business Property is contained or forms part of whether the Business Property forming part of or contained in the complex is damaged or not; or
- c. the closure or evacuation of the whole or part of Your Business Premises by order of a competent government or statutory authority arising directly from:
  - > vermin or other pests, or defects in drains or other sanitary arrangements, occurring at Your Business Premises;
  - > poisoning directly caused by the consumption of food or drink provided on Your Business Premises;
  - > murder or suicide occurring at Your Business Premises or in the immediate vicinity of Your Business Premises; or
  - > the discovery or occurrence at Your Business Premises of any legionella species likely to result in legionellosis:

### Provided that:

**We will not Cover** You under this additional benefit for:

- i. the discovery of human infectious or transmissible diseases, other than those caused by any legionella species, at Your Business Premises; or
- ii. the discovery of an organism at the Business Premises likely to result in human infectious or transmissible diseases, other than those caused by any legionella species, at Your Business Premises:

### Provided further that:

- iii. **We will not Cover** You under clause a. or b. of this additional benefit if the actual or threatened damage giving rise to the claim would not have been Covered under Section - Business Property had it occurred at Your Business Premises.

For the avoidance of doubt, general exclusion 'Infectious and/or Transmissible Diseases' applies to this additional benefit.

### Public Utilities

We will Cover You for Loss as a result of damage that causes the cessation of or interruption to any land-based telecommunications system or any electricity, gas or water supply systems within Australia that You obtain services from:

### Provided that:

- i. the interruption of supply extends for a period greater than forty-eight (48) hours:

### Provided further that:

- ii. **We will not Cover** You under this additional benefit if the damage giving rise to the claim would not have been Covered under Section - Business Property at Your Business Premises.

### Reinstatement of Cover

The amount by which the Sum Insured stated in the Schedule for:

- a. Annual Revenue; or
- b. Insurable Gross Profit;

is reduced as a consequence of the claim will be reinstated as from the date of the Loss:

### Provided that:

- a. there is no written request from You or written notice by Us to the contrary; and
- b. You pay the Premium which We require for the reinstatement of Cover.

### Transit

We will Cover You for Loss resulting from Damage to Your Business Property while in Transit by road, rail, sea or air within Australia and outside of the Business Premises occupied by You.

Our maximum liability under this additional benefit for any one claim will be limited to twenty per-cent (20%) of the Sum Insured under this Section for either of:

- a. Annual Revenue; or
- b. Insurable Gross Profit;

as stated in the Schedule.

### Optional Additional Benefits – Applying to Parts A and B

The following optional additional benefits apply only if You have selected the optional additional benefit Cover and paid any additional Premium applicable. The optional additional benefit and the Sum Insured for that benefit will be stated in the Schedule.

# Section – Business Interruption (continued)

## Accounts Receivable

We will Cover You for all sums due to You from debtors which You are unable to collect because of Damage to records of Accounts Receivable.

We will also pay collection expenses in excess of normal collection costs made necessary because of the Damage as well as interest charges at the ruling rate of Your bank on any loan to offset impaired collections pending repayment of such sums made uncollectible by such Damage.

If You cannot accurately establish the total amount of Accounts Receivable outstanding as at the date of the Damage We will calculate the amount of Your Loss as follows:

- a. determine the amount of all outstanding Accounts Receivable at the end of the same fiscal month in the year immediately preceding the year in which the Damage occurs;
- b. calculate the percentage of increase or decrease in the average monthly total of Accounts Receivable for the year immediately preceding the month in which the Damage occurs as compared with such average for the same months of the preceding year;
- c. the amount determined under a., increased or decreased by the percentage calculated under b. above, will be the agreed total amount of Accounts Receivable as of the last day of the fiscal month in which said Damage occurs;
- d. the amount determined under c. above will be increased or decreased in conformity with the normal fluctuation in the amount of Accounts Receivable during the fiscal month involved, consideration being given to the trading experience of Your Business since the last day of the last fiscal month for which statements have been rendered less:
  - > the amounts of such accounts evidenced by records not suffering Damage or otherwise established or collected by You;
  - > an amount to allow for probable bad debts that would normally have been uncollectible by You;
  - > all unearned interest and service charges; and
  - > settlement or term discounts normally allowed.

Our maximum liability under this optional additional benefit for any one claim will be limited to the Accounts Receivable Sum Insured stated in the Schedule.

## Additional Increased Cost of Working

We will Cover You for the increase in cost of working necessarily and reasonably incurred by You during the Indemnity Period for the primary purpose of avoiding or diminishing a reduction in Revenue or Turnover and/or services:

### Provided that:

**We will not pay** for any Loss otherwise recoverable under this Section.

Our maximum liability under this optional additional benefit for any one claim will be limited to the Additional Increased Cost of Working Sum Insured stated in the Schedule.

## Claims Preparation Costs

In addition to the amount payable under additional benefit 'Claims Preparation Costs' in Part A and Part B of this Section We will Cover You for the costs of such necessary and reasonable professional fees as may be payable by You and other such necessary and reasonable expenses incurred by You and not otherwise recoverable for preparation and negotiation of claims under this Section.

Our maximum liability under this optional additional benefit for any one claim will be limited to the Claims Preparation Costs Sum Insured stated in the Schedule.

## Loss of Rent

We will Cover You in respect of loss of Rent and additional expenditure.

The amount payable will be:

- a. in respect of loss of Rent the amount by which the Rent during the Indemnity Period falls short of the Standard Rent which would have been received by You during the Indemnity Period if the Damage had not occurred; and
- b. in respect of additional expenditure, the additional expenditure necessarily and reasonably incurred by You as a result of Damage, for the primary purpose of avoiding or diminishing the loss of Rent during the Indemnity Period;

**but not exceeding** the amount of the reduction in Rent thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of the Rent or in respect of Your Business as may cease or be reduced as a consequence of the Damage.

## Under-insurance – Loss of Rent

In the event of loss of Rent as Covered under this Section, Our liability will be limited to the proportion that the Loss of Rent Sum Insured stated in the Schedule bears to eighty per-cent (80%) of the Annual Rent (or its proportionately increased multiple where the Indemnity Period exceeds twelve (12) months) which would have been received by You during the Period of Cover had the Damage not occurred:

# Section – Business Interruption (continued)

## Provided that:

We will not apply this under-insurance clause if Your claim is less than ten per-cent (10%) of the Sum Insured stated in the Schedule in respect of Loss of Rent.

Our maximum liability under this optional additional benefit for any one claim will be limited to the Loss of Rent Sum Insured stated in the Schedule.

## Special Clauses – Applying to all of Section – Business Interruption

### Accumulated Stocks

In adjusting any Loss account will be taken and equitable allowance made if any reduction in Turnover or loss of Revenue as a consequence of the Damage is postponed by reason of the Turnover or Revenue being temporarily maintained from accumulated stocks of finished goods.

### Alternative Trading

If, during the Indemnity Period, goods are sold, work is performed or services are rendered elsewhere than at the Business Premises for the benefit of Your Business either by You or by others acting on Your behalf the money paid or payable in respect of such sales, work or services will be brought into account in arriving at the Annual Revenue or Turnover (as the case may be) during the Indemnity Period.

### Departmental Clause

If Your Business is conducted in departments or business units the independent trading results of which are ascertainable then the provisions described in the Basis of Settlement in:

- a. Annual Revenue; or
- b. Insurable Gross Profit;

will apply separately to each department or business unit affected by the Damage.

For the purpose of this clause, the Rent from letting of Business Property at the Business Premises will be regarded as the proceeds of one such department or business unit.

### Government Incentives

We will Cover You for such incentives by extending the definition of 'Gross Profit' to include Your Loss from the loss of any Government approved incentives, subsidies or market development allowances You are entitled to in relation to Your Business.

## New Business

In the event of Damage occurring at the Business Premises before the completion of the first year's trading of Your Business, the defined terms:

- > Annual Revenue
- > Annual Turnover
- > Rate of Gross Profit;
- > Standard Revenue; and
- > Standard Turnover;

shall, instead of similarly headed definitions used elsewhere in this Section, have the following meanings wherever they appear in this Section:

### Annual Revenue

means the actual Revenue achieved during Your first year of operations, from the commencement of Your Business to the date of the Damage, converted to a twelve (12) month equivalent figure.

### Annual Turnover

means the actual Turnover achieved during Your first year of operations, from the commencement of Your Business to the date of the Damage, converted to a twelve (12) month equivalent figure.

### Rate of Gross Profit

means the proportion that the Gross Profit bears to the Turnover during the period between the date of commencement of Your Business and the date of the Damage.

### Standard Revenue

means the Revenue achieved between the date of commencement of Your Business and the date of the Damage, converted to the Indemnity Period stated in the Schedule.

### Standard Turnover

means the Turnover achieved between the date of commencement of Your Business and the date of the Damage, converted to the Indemnity Period stated in the Schedule.

The above definitions will be used where necessary to calculate, as nearly as reasonably practicable, the Revenue or Turnover that would have been obtained by Your Business during the relevant period after the Damage.

# Section – Business Interruption (continued)

An adjustment shall be made to reflect:

- > the trend in Your Business;
- > any other variations in Your Business; or
- > any other circumstances affecting Your Business;

either before or after the Damage occurred, and which would have affected Your Business had the Damage not occurred.

## Turnover/Output

In the event of Damage giving rise to a claim under this Section, at Your option, the term 'Output' may be substituted for the term 'Turnover' wherever appearing in this Section provided that only one such term shall operate in connection with any one claim involving Damage.

The definition of 'Output' shall, for the purpose of such claim, mean:

'the sale and/or invoice value of goods manufactured and/or processed by You in the course of Your Business'.

## Conditions – Applying to all of Section – Business Interruption

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

## Adjustment of Premium

We will reduce Your Premium for Part A – Annual Revenue Basis or Part B – Insurable Gross Profit Basis at the end of each Period of Cover if the Revenue or Gross Profit (as the case may be) earned during the previous twelve (12) months accounting period is less than the Sum Insured. The adjustment rate is fifty per-cent (50%) of the difference between the Premium payable for the Revenue or Gross Profit Sum Insured and for the Revenue or Gross Profit earned.

Any payment made by Us for a claim under Part A – Annual Revenue Basis or Part B – Insurable Gross Profit Basis is to be included in the Revenue or Gross Profit earned for the purpose of this adjustment.

## Claims Conditions – Applying to all of Section – Business Interruption

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

## Books of Account

Any particulars or details contained in Your books of account or other business books or documents that may be required by Us for investigating or verifying any claim made under this Section may be required to be produced and certified by Your auditors and their certificate will be prima facie evidence of the particulars and details to which the certificate relates.

## Salvage Sale

When We pay a Claim for Damaged Business Stock and You have disposed of any salvage of goods with Our consent, We will deduct the proceeds of the salvage sale from your actual Turnover during the Indemnity Period.

# Section – Theft

**Section – Theft forms part of this Policy only if stated in the Schedule.**

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Safe

means a container specifically designed for the safe storage of money or valuables which is specifically designed to be compliant with Australian standards to protect the contents against fire and to resist unauthorised opening by hand-held or power-operated tools.

### Strongroom

means a burglar-resistant structure constructed of masonry and steel which is specifically designed to be compliant with Australian standards for the safe storage of money or valuables and designed to resist fire and unauthorised opening by hand-held or power-operated tools.

### Theft

means actual or attempted theft following:

- a. actual or attempted forcible and violent entry of or to the Building;
- b. any person or persons being illegally or feloniously concealed in the Building but only if there is evidence of forcible and violent exit from the Building;
- c. armed hold-up or any attempt thereat at the Business Premises;
- d. actual assault or violence or the threat of immediate assault or violence or violent intimidation against You, Your Employees or any other person at the Business Premises; or
- e. any person who breaks into any locked cabinet or counter or showcase which is located on the Business Premises.

## What is Covered

We will Cover You for loss of or Damage to Your Business Contents, Business Stock or Specified Items caused by Theft from the Building or as otherwise Covered under this Section at the Business Premises which occurs during the Period of Cover.

## What is Not Covered

**We will not Cover** You under this Section for loss of or Damage to:

- a. Business Property which is Covered or could be Covered under Section – Business Property;
- b. Glass or Signs which are Covered or could be Covered under Section – Glass unless they are Business Stock;
- c. Money for any amount exceeding \$250 any one Loss;
- d. Business Contents, Business Stock or Specified Items in the open air other than to the extent Cover is provided under this Section in respect of additional benefit 'Theft Without Forcible Entry (Limited Cover)' or optional additional benefit 'Theft Without Forcible Entry';
- e. Business Contents, Business Stock or Specified Items whilst contained in a Vehicle;
- f. Business Contents, Business Stock or Specified Items from a Safe or Strongroom when that Safe or Strongroom is/are opened by using a key or a combination, or both, when the key or combination or both has/have been left on the Business Premises whilst the Business Premises are left unattended, closed for business or outside Business Hours;
- g. jewellery, furs, bullion, property made of gold or silver or precious stones exceeding \$2,000 any one item and \$10,000 any one Loss unless they are Business Stock;
- h. tobacco, products containing tobacco, cigars, cigarettes or alcohol unless they are stated in the Schedule as being Covered under this Section and then only to the limit of the Sum Insured stated in the Schedule for each of:
  - > Tobacco, Cigarettes and Cigars; or
  - > Alcohol; or
- i. Business Property caused by any person lawfully on Your Business Premises other than a tenant of Your Business Premises and other than as Covered under:
  - > additional benefit 'Theft Without Forcible Entry (Limited Cover)'; or
  - > optional additional benefit 'Theft Without Forcible Entry';in this Section.

**We will not pay** for claims for or arising from:

- a. Theft in which You, Your principals, directors, partners or Employees or any member of Your Family are involved other than Theft by an Employee following visible forcible and violent entry of or to the Building;

# Section – Theft (continued)

- b. unexplained disappearances or unexplained shortages whether from clerical or accounting errors or shortages in supply or deliveries to or by You; or
- c. Consequential Loss of any kind other than as Covered under Section – Business Interruption.
- iii. Business Stock that is on consignment to other parties unless it is owned by You or is property for which You are legally responsible; or
- iv. Business Property which has been removed from the Business Premises for a period greater than ninety (90) consecutive days without Our prior written consent.

## Reinstatement Cover

### Basis of Settlement

We will at Our option:

- a. reinstate, repair or replace the lost or Damaged Business Contents, Business Stock or Specified Items to a condition equal to but not better or more extensive than its/their condition when new; or
- b. pay You the amount it would have cost to repair or replace Your lost or Damaged Business Contents, Business Stock or Specified Items to a condition equal to but not better or more extensive than its/their condition when new.

Our maximum liability under this Section for any one claim will be limited to the Sums Insured stated in the Schedule for Section - Theft.

### Additional Benefits – Reinstatement Cover

When the Basis of Settlement stated in the Schedule is Reinstatement We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

#### Alternative Premises

We will Cover You for loss of or Damage otherwise Covered under this Section to Business Property due to Theft located in alternative premises anywhere in Australia:

##### Provided that:

**We will not Cover** You for:

- i. loss of or Damage to Business Property whilst in Transit;
- ii. tobacco, products containing tobacco, cigars, cigarettes or alcohol unless they are stated in the Schedule as being Covered under this Section and then only to the limit of the Sum Insured stated in the Schedule; or

Our maximum liability under this additional benefit for any one claim will be limited to twenty per-cent (20%) of the Combined Business Contents and Business Stock Sum Insured stated in the Schedule.

### Claims Preparation Costs

We will Cover You for the professional fees and other expenses necessarily and reasonably incurred by You with Our prior written consent, and which are not otherwise recoverable, for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000:

##### Provided that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### Damage to Business Property

We will Cover You for Damage to the Business Property caused by Theft including:

- a. the removal, storage and disposal of Debris and of anything which caused Damage at the Business Premises; and
- b. temporary repairs to the Business Premises including the demolition, dismantling, shoring up, propping up or underpinning of Business Property insured in order to effect temporary repairs.

Our maximum liability payable under this additional benefit for any one claim will be limited to the monetary difference between the amount of any claim paid under this Section in respect of such Loss and the Combined Business Contents and Business Stock Sum Insured stated in the Schedule.

When the combined total of:

- a. the amount paid in respect of Your Loss; and
- b. the cost of repairing Damage to Business Property caused by Theft;

exceeds the Combined Business Contents and Business Stock Sum Insured under this Section, We will Cover You for that additional repair cost under Section – Business Property.



# Section – Theft (continued)

## Death Following Assault

If any person is injured while protecting or attempting to protect Business Property Covered under this Section from theft and death results directly from that injury We will pay \$10,000 to the estate of that person:

### Provided that:

if You are also Covered under Section – Money Our maximum liability for the additional benefits payable for ‘Death Following Assault’ under each of Section – Theft and Section – Money arising from the one event or cause shall not be cumulative and shall be limited to \$10,000 in the aggregate for both Sections.

## New Business Premises

We will Cover You for Loss or Damage otherwise Covered under this Section for Business Property removed from the Business Premises while at any new Business Premises first occupied by You during the Period of Cover:

### Provided that:

- i. without Our prior written consent this temporary Period of Cover is limited to the least period of:
  - > the next expiry date of the Period of Cover;
  - > the date on which the Business Property ceases to belong to You; or
  - > ninety (90) consecutive days from the date You acquire or commence using the new Business Premises or other building;

### Provided further that:

- ii. the Business Property is of similar type to that already Covered under this Section;
- iii. the new Business Premises or other building is comprised of a building of similar construction, fire and security protection to the Business Premises currently described in the Schedule;
- iv. You must provide Us with full details of the new Business Premises or other building within ninety (90) days of the commencement of this temporary Period of Cover; and
- v. You pay Us any additional Premium We may require.

### We will not pay for:

- a. Money or Personal Effects of You, Your Employees or members of Your Family; or
- b. Business Contents, Business Stock or Specified Items whilst in Transit.

Our maximum liability under this additional benefit for any one claim will be limited to twenty per-cent (20%) of the Combined Business Contents and Business Stock Sum Insured stated in the Schedule.

## Permanently Fixed Apparatus

We will Cover You for theft of permanently fixed non-portable apparatus or appliances owned by You or for which You are legally responsible or have assumed a responsibility to insure whilst such apparatus or appliances are attached to the Business Premises other than by means of a flexible or tensile cord to a power point.

Our maximum liability under this additional benefit for any one claim will be limited to:

- a. the monetary difference between the amount of any claim paid under this Section in respect of such Loss and the Combined Business Contents and Business Stock Sum Insured stated in the Schedule; or

- b. \$10,000;

whichever is the lesser amount.

## Personal Effects

We will Cover You for loss of or Damage to personal effects (including tools) belonging to You or Your principals, directors or Employees due to Theft at the Business Premises:

### Provided that:

**We will not pay** for loss of or damage to Money.

Our maximum liability under this additional benefit for any one claim will be limited to \$5,000 for any one item and \$10,000 in total for all items.

## Reinstatement of Cover

The amount by which the Combined Business Stock and Business Contents Sum Insured or the Sum Insured for Specified Items is/are reduced as a consequence of the loss or Damage will be reinstated as from the date of the loss or Damage:

### Provided that:

- i. there is no written request from You or written notice by Us to the contrary;
- ii. You pay the Premium which We require for the reinstatement of Cover; and
- iii. We will not reinstate the Sum Insured on any Specified Item if We have paid the Sum Insured on that Specified Item in full.

## Replacement of Locks, Keys and Combinations

We will Cover You for the costs necessarily and reasonably incurred by You to recode or replace locks, keys and/or combinations belonging to Your Safes or Strongrooms and to otherwise open Safes or Strongrooms at the Business Premises due to:



## Section – Theft (continued)

- a. Theft of keys or combinations from the Business Premises or elsewhere; or
- b. a belief, based on reasonable grounds, that the locks, keys or combinations have been stolen or illegally duplicated:

### Provided that:

We will only Cover the cost of replacing locks, keys and/or combinations with items of a similar type and quality.

Our maximum liability under this additional benefit for any one claim will be limited to \$10,000:

### Provided that:

if You are also Covered under Section – Money Our maximum liability for the additional benefits payable for 'Replacement of Locks, Keys and Combinations' under each of Section – Theft and Section – Money arising from the one event or cause shall not be cumulative and shall be limited to \$10,000 in the aggregate for both Sections.

### Restoration of Security System

We will Cover You for the costs necessarily and reasonably incurred by You to restore or repair any existing security system at the Business Premises which has been damaged due to Theft.

Our maximum liability under this additional benefit for any one claim will be limited to \$5,000.

### Rewriting of Business Documents

We will Cover You for Your clerical and professional costs necessarily and reasonably incurred by You to re-write, restore or reconstruct Your Business Documents following Loss or Damage as a result of Theft at the Business Premises or elsewhere in Australia by any cause which would be Covered under this Section if the Loss or Damage had occurred at the Business Premises:

### Provided that:

**We will not pay** for any financial loss or other Consequential Loss caused by the loss of Your Business Documents.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000.

### Seasonal Increase – Business Stock

We will Cover You for Loss or Damage otherwise Covered under this Section for seasonal increase in the wholesale value of Your Business Stock during the periods:

- a. commencing eight (8) weeks prior to and including Christmas Day and finishing three (3) weeks after Christmas Day; and

- b. commencing six (6) weeks prior to and including Easter Tuesday and finishing one (1) week after Easter Tuesday; or any other period stated in the Schedule:

Our maximum liability under this additional benefit for any one claim will be limited to fifty per-cent (50%) of the Combined Business Contents and Business Stock Sum Insured stated in the Schedule.

When both Business Contents and Business Stock are Covered under this Section We will only apply such increase in respect of Cover for Your Business Stock in the same proportion as the total value of Your Business Stock bears to the total value of Your combined Business Contents and Business Stock in Your books of account.

### Temporary Protection and Security

We will Cover You for the costs necessarily and reasonably incurred by You for the temporary protection of the Business Premises in order to safeguard the Business Premises, Business Contents, Business Stock and/or Specified Items following Damage to the Business Premises due to Theft.

Our maximum liability under this additional benefit for any one claim will be limited to \$10,000:

### Provided that:

if You are Covered under any other Section of this Policy Our maximum liability for the additional benefits payable for 'Temporary Protection and Security' under each Section arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### Theft Without Forcible Entry (Limited Cover)

We will Cover You for loss of or Damage to:

- a. Business Contents (other than electronic equipment) or Specified Items during Business Hours from within or from immediately outside the Business Premises due to theft without forcible entry of or to the Business Premises; and
- b. electronic equipment, other than electronic equipment that forms part of Your Business Stock, from the Buildings **but excluding** theft from any open-sided or partially enclosed structures or yards or other open spaces.

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

- i. Business Stock: or
- ii. customers' goods;

under this additional benefit.

Our maximum liability under this additional benefit for any one claim during any one Period of Cover will be limited to \$5,000 in respect of the Cover provided under each of clauses a. and b. above:

# Section – Theft (continued)

## Provided that:

if You are also Covered under this Section in respect of optional additional benefit 'Theft Without Forcible Entry' Our maximum liability for all benefits payable for 'Theft Without Forcible Entry (Limited Cover)' and optional additional benefit 'Theft Without Forcible Entry' under this Section arising from the one event or cause shall be cumulative and shall be limited to the combined sum of:

- a. \$5,000 payable under this additional benefit in respect of the Cover provided under each of clauses a. and b. above; and
- b. the amount stated in the Schedule for optional additional benefit 'Theft Without Forcible Entry'.

## Optional Additional Benefits – Reinstatement Cover

The following optional additional benefits apply only if You have selected the optional additional benefit Cover and paid any additional Premium applicable. The optional additional benefit and the Sum Insured for that benefit will be stated in the Schedule.

### Theft Without Forcible Entry

In addition to the amount payable under additional benefit 'Theft Without Forcible Entry (Limited Cover)' We will Cover You for loss of or Damage due to theft of Business Property in the open air or contained within an unlocked building both within the boundaries of the Location of Risk.

Our maximum liability under this optional additional benefit for any one claim during any one Period of Cover will be limited to the Sum Insured stated in the Schedule for 'Theft Without Forcible Entry'.

## Indemnity Cover

### Basis of Settlement

Where the Basis of Settlement stated in the Schedule is Indemnity Our maximum liability under this Section will be limited to:

- a. the Indemnity Value of the Business Property; or
- b. the Sum Insured stated in the Schedule;

whichever is the lesser amount.

## Removal of Debris and Temporary Repairs

We will also Cover You for costs necessarily and reasonably incurred by You with Our consent for:

- a. the removal, storage and disposal of Debris and of anything which caused Damage at the Business Premises; and
- b. temporary repairs to the Business Premises including the demolition, dismantling, shoring up, propping up or underpinning of Business Property insured in order to effect temporary repairs.

## Our Maximum Liability

Our maximum liability under this Section including all costs arising from removal of Debris and temporary repairs will be limited to the Sum Insured stated in the Schedule in respect of all Loss or Damage from any cause whatsoever.

## Claim Condition – Applying to all of Section - Theft

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance, We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

## Cash Settlement

Where We have offered to reinstate, repair or replace Your Business Contents, Business Stock or Specified Items, You may request that We pay You a cash settlement. We may decline Your request however, We will not unreasonably do so.

If We agree to pay Your claim by a cash settlement, We will pay You:

- a. the Indemnity Value of Your Business Contents, Business Stock or Specified Items if they are a total loss; or
- b. an amount equal to the reasonable cost of repairing or replacing Your Business Contents, Business Stock and/or Specified Items, less any trade discount We would have received or negotiated if We had repaired or replaced it/ them.

# Section – Theft (continued)

## Conditions – Applying to all of Section – Theft

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

## Security Alarm System

Where the Business Premises is/are protected by a security alarm system for which You are responsible You must ensure that the alarm system is:

- a. activated whenever the Business Premises are closed for business or outside Business Hours and/or left unattended by You or any of Your Employees;
- b. maintained in good condition and working order; and
- c. regularly tested in accordance with the manufacturer's recommendations.

# Section – Money

**Section – Money forms part of this Policy only if stated in the Schedule.**

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Financial Service Institution

means a bank, building society or credit union or an agency for any of these institutions.

### Safe

means a container specifically designed for the safe storage of money or valuables which is specifically designed to be compliant with Australian standards to protect the contents against fire and to resist unauthorised opening by hand-held or power-operated tools.

### Strongroom

means a burglar-resistant structure constructed of masonry and steel which is specifically designed to be compliant with Australian standards for the safe storage of money or valuables and designed to resist fire and unauthorised opening by hand-held or power-operated tools.

## What is Covered

### Money in Business Premises

We will Cover You for loss of Money:

- > belonging to You; or
- > for which You are legally responsible or have assumed a responsibility to insure;

contained at Your Business Premises:

- a. during Business Hours whilst not in a locked Safe or Strongroom;
- b. outside Business Hours whilst not in a locked Safe or Strongroom; or
- c. at any time whilst in a locked Safe or Strongroom;

and which occurs during the Period of Cover.

### Money in Transit

We will Cover You for loss of Money:

- > belonging to You; or
- > for which You are legally responsible or have assumed a responsibility to insure;

in Transit anywhere in Australia while:

- a. in Your personal custody or in the custody of a person authorised by You; or
- b. contained in a night-safe of any Financial Service Institution;

and which occurs during the Period of Cover:

#### Provided that:

Cover will cease when:

- i. Your Financial Service Institution ceases trading on its next business day; or
- ii. the Money is deposited or otherwise lodged with Your Financial Service Institution;

whichever is the earlier.

### Money in Private Residence

We will Cover You for loss of Money:

- > belonging to You; or
- > for which You are legally responsible or have assumed a responsibility to insure;

while contained in:

- a. Your home; or
- b. the home of a person authorised by You; when it has been taken there for safekeeping from Your Business Premises or the place of collection:

#### Provided that:

Cover will cease when:

- i. Your Financial Service Institution ceases trading on its next business day; or
- ii. the Money is deposited or otherwise lodged with Your Financial Service Institution;

whichever is the earlier.

# Section – Money (continued)

## What is Not Covered

We will not Cover You under this Section for:

- a. loss of Money from a Safe or Strongroom opened by the use of a key or by use of a combination, or both, when the key or combination or both has/have been left on the Business Premises whilst the Business Premises are left unattended, closed for business or outside Business Hours;
- b. loss of Money from a Safe or Strongroom whilst unlocked except where such Safe or Strongroom is unlocked following:
  - > armed hold-up or any attempt thereat; or
  - > assault or violence or the threat of immediate assault or violence or violent intimidation against You, Your Employees or customers;
- c. loss of Money from an unattended or unlocked Vehicle;
- d. Loss not discovered within ten (10) business days from the date of happening of the Loss;
- e. loss of Money due to shortage resulting from clerical or accounting errors or errors in receiving or paying out Money or for dishonoured cheques;
- f. loss of Money through theft, fraud, embezzlement, misappropriation or dishonest acts committed by:
  - > You;
  - > Your directors or Your principals;
  - > Your Employees; or
  - > any member of Your Family;other than theft by an Employee following visible forcible and violent entry to or upon the Business Premises;
- g. loss of Money resulting from or as a consequence of authorised or unauthorised access of any description to:
  - > Your financial accounts or records; or
  - > Your banking facilities or accounts;whether at the Business Premises, Your Financial Services Institution or elsewhere and whether by use of the internet or by any other means; or
- h. Consequential Loss of any kind other than as Covered under Section – Business Interruption.

## Basis of Settlement

We will pay You the amount of Your Loss.

Our maximum liability under this Section for any one claim will be limited to the amount stated in the Schedule for each of:

- a. Business Hours (not in Safe or Strongroom) Sum Insured;
- b. Outside Business Hours (not in Safe or Strongroom) Sum Insured;
- c. Locked in Safe or Strongroom (any time) Sum Insured;
- d. In Transit Sum Insured; and
- e. In Private Residence Sum Insured:

### Provided that:

- i. in the case of securities (which shall mean certificates of stock, bonds, coupons and all other types of securities), the basis of valuation of Your Loss shall be:
  - > if the securities can with Our approval be replaced, the cost of replacement paid or payable by You; or
  - > if the securities cannot or are not to be replaced by You, the greater of:
    - > the price for which You purchased them; or
    - > the closing market value on the last business day prior to the date of discovery by You of the Loss or destruction of the securities, or if the time of discovery by You is after the close of the market, their closing market value on the day of discovery by You of the Loss or destruction of the securities;
- ii. in the case of a loss of subscription, conversion or redemption privileges through the loss of any security the basis of valuation of Your Loss shall be the value of such privileges immediately preceding the expiration thereof, such valuation being in the currency in which the loss was sustained; and
- iii. in the case of travellers' cheques, discount house vouchers or lottery tickets the basis of valuation of Your Loss shall be the original purchase price paid by You.

In respect of clauses i., ii., and iii. above Losses sustained in currencies other than Australian dollars shall be settled by converting the amount of Your Loss to Australian dollars at the market rate on the relevant date.

If there is no market price or value available on the relevant date, then subject to agreement with You, We will apply a reasonable alternative rate.

## Additional Benefits

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

# Section – Money (continued)

## Bank and Public Holiday Cover

We will automatically increase the Sums Insured for Money on days that are Australian government gazetted as a bank or public holiday:

**Provided that:**

this increase will apply until:

- i. Your Financial Service Institution ceases trading on its next business day; or
- ii. Your Money is deposited or otherwise lodged with Your Financial Service Institution;

whichever is the earlier.

Our maximum liability under this additional benefit for any one claim will be limited to:

- a. twenty per-cent (20%) of the amount stated in the Schedule for each of:
  - > Business Hours (not in Safe or Strongroom) Sum Insured;
  - > Outside Business Hours (not in Safe or Strongroom) Sum Insured; and
  - > Locked in Safe or Strongroom (any time) Sum Insured; or
- b. \$50,000;

whichever is the lesser amount.

This additional benefit **does not apply to** Money in Private Residence.

## Claims Preparation Costs

We will Cover You for the professional fees and other expenses necessarily and reasonably incurred by You with Our prior written consent, and which are not otherwise recoverable, for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000:

**Provided that:**

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

## Counterfeit Currency

We will Cover You for Loss due to Your acceptance in good faith in exchange for merchandise, Money or services of counterfeit Australian currency notes.

Our maximum liability under this additional benefit for any one claim and for all claims in the aggregate during any one Period of Cover will be limited to \$500 in any one Period of Cover.

## Damage to Safes or Strongrooms

We will Cover You for:

- a. the cost of opening Your Safe or Strongroom at the Business Premises if Money is stolen or there is an attempt at stealing Your Money from Your Safe or Strongroom and the Safe or Strongroom is so damaged by the theft or attempted theft as to be incapable of being opened;
- b. the cost of repairing any damage to the Safe or Strongroom that was caused by the theft or attempted theft; or
- c. the cost of replacing the Safe if the Safe is stolen or cannot be repaired following damage to the Safe.

Our maximum liability under this additional benefit for any one claim will be limited to \$10,000.

## Death Following Assault

If any person is injured while protecting or attempting to protect Money Covered under this Section from theft and death results directly from that injury We will pay \$10,000 to the estate of that person:

**Provided that:**

if You are also Covered under Section – Theft Our maximum liability for the additional benefits payable for 'Death Following Assault' under each of Section – Theft and Section – Money arising from the one event or cause shall not be cumulative and shall be limited to \$10,000 in the aggregate for both Sections.

## New Business Premises

We will Cover You for Loss otherwise Covered under this Section for Money at any new Business Premises or in Transit to or from any new Business Premises first occupied by You during the Period of Cover:

**Provided that:**

- i. without Our prior written consent this temporary Period of Cover is limited to the least period of:
  - > the next expiry date of the Period of Cover;
  - > the date on which the new Business Property ceases to be occupied by You; or



## Section – Money (continued)

- > ninety (90) consecutive days from the date the new Business Premises were first occupied by You;
- ii. the Money is already Covered under this Section;
- iii. the new Business Premises is comprised of a building of similar construction and security protection to the Business Premises currently described in the Schedule;
- iv. You must provide Us with full details of the new Business Premises within ninety (90) consecutive days of the commencement of this temporary Period of Cover; and
- v. You pay Us any additional Premium We may require.

Our maximum liability under this additional benefit for any one claim will be limited to twenty per-cent (20%) of the Sum Insured stated in the Schedule for Money for each of:

- a. Business Hours (not in Safe or Strongroom) Sum Insured;
- b. Outside Business Hours (not in Safe or Strongroom) Sum Insured;
- c. Locked in Safe or Strongroom (any time) Sum Insured; and
- d. In Transit Sum Insured;

Covered under this Section.

### Personal Money Belonging to You, Your Employees or Your Customers

We will Cover You for the theft of personal Money belonging to You, Your principals, directors, Employees or customers occurring at the Business Premises during the Period of Cover:

#### Provided that:

neither You nor they are entitled to be indemnified under any other policy of insurance in respect of the same Loss or Damage.

Our maximum liability under this additional benefit for any one claim will be limited to \$5,000 for any one person in any one Period of Cover and \$10,000 in the aggregate for all claims in any one Period of Cover.

### Reinstatement of Cover

The amount by which the Sum Insured for each of Money in Business Premises, Money in Transit or Money in Private Residence is reduced as a consequence of the claim will be reinstated as from the date of the Loss:

#### Provided that:

- i. there is no written request from You or written notice by Us to the contrary; and
- ii. You pay the Premium which We require for the reinstatement of Cover.

### Replacement of Locks, Keys and Combinations

We will Cover You for the costs necessarily and reasonably incurred by You to recode or replace locks, keys and/or combinations belonging to Your Safes or Strongrooms and to otherwise open Safes or Strongrooms at the Business Premises due to:

- a. theft of keys or combinations from the Business Premises or elsewhere; or
- b. a belief, based on reasonable grounds, that the locks, keys or combinations have been stolen or illegally duplicated:

#### Provided that:

We will only Cover the cost of replacing locks, keys and/or combinations with items of a similar type and quality.

Our maximum liability under this additional benefit for any one claim will be limited to \$10,000:

#### Provided that:

if You are also Covered under Section – Theft Our maximum liability for the additional benefits payable for ‘Replacement of Locks, Keys and Combinations’ under each of Section – Theft and Section – Money arising from the one event or cause shall not be cumulative and shall be limited to \$10,000 in the aggregate for both Sections.

### Seasonal Increase – Money

We will Cover You for Loss otherwise Covered under this Section for seasonal increase in Your Money during the periods:

- a. commencing eight (8) weeks prior to and including Christmas Day and finishing three (3) weeks after Christmas Day; and
- b. commencing six (6) weeks prior to and including Easter Tuesday and finishing one (1) week after Easter Tuesday; or

any other period stated in the Schedule.

Our maximum liability under this additional benefit for any one claim will be limited to fifty per-cent (50%) of the Sum Insured stated in the Schedule for Money for each of:

- a. Business Hours (not in Safe or Strongroom) Sum Insured;
- b. Outside Business Hours (not in Safe or Strongroom) Sum Insured;
- c. Locked in Safe or Strongroom (any time) Sum Insured;
- d. In Transit Sum Insured; and
- e. In Private Residence Sum Insured;

Covered under this Section.



# Section – Money (continued)

## Temporary Protection and Security

We will Cover You for the costs necessarily and reasonably incurred by You for the temporary protection of the Business Premises including the employment of security guards in order to safeguard the Business Premises in respect of a claim Covered under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to \$10,000:

### Provided that:

if You are Covered under any other Section of this Policy Our maximum liability for the additional benefits payable for 'Temporary Protection and Security' under each Section arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

## Traveller's Money

We will Cover You for loss of Money belonging to You whilst such Money is in Your personal custody or in the custody of Your Employee while travelling outside of Australia in connection with Your Business.

Our maximum liability under this additional benefit for any one claim will be limited to \$10,000 or the Sum Insured stated in the Schedule for Money in Transit whichever is the lesser amount.

## Conditions – Applying to all of Section – Money

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

## Security Alarm System

Where the Business Premises is/are protected by a security alarm system for which You are responsible You must ensure that the alarm system is:

- a. activated whenever the Business Premises are closed for business or outside Business Hours and/or left unattended by You or any of Your Employees;
- b. maintained in good condition and working order; and
- c. regularly tested in accordance with the manufacturer's recommendations.

# Section – Employee Dishonesty

**Section – Employee Dishonesty forms part of this Policy only if stated in the Schedule.**

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Employee

means a natural person who has:

- a. at any time entered into a contract of service or apprenticeship with You and/or for whom You are required by virtue of workers' compensation or similar legislation to effect workers' compensation insurance cover; or
- b. been assigned, hired or seconded from a personnel agency by You for work in Your Business:

**but does not mean:**

- i. any person who is not directly paid remuneration by You other than as described in clause b. above;
- ii. a partner, principal, director or trustee of Your Business except when performing the usual duties of an Employee; or
- iii. any person who is a member of any committee that examines or audits or has custody of or access to Your Business accounts, Money, Business Contents or other goods.

### Limit per Employee

means the maximum amount We will pay under this Section as stated in the Schedule in respect of any one Loss and all Losses arising out of any one or more related or unrelated fraudulent or dishonest acts committed by any one Employee or group of individuals which contain one or more common Employees.

## What is Covered

We will Cover You for Your Loss in respect of:

- a. Money; and
- b. Business Property or Business goods;

belonging to You or in Your possession or for which You are legally liable and where such Loss:

- > occurs in the normal course of Your Business;

- > is caused directly by an act of fraud or dishonesty or other fraudulent or dishonest conduct by an Employee with the intent to cause Loss to You or to benefit any person or entity other than You;
- > is first discovered:
  - > during the Period of Cover;
  - > less than twelve (12) months after the termination or non-renewal of this Policy or this Section of this Policy; or
  - > less than twelve (12) months after the termination of the employment or services of the Employee; and
- > arises from an act or conduct committed less than twelve (12) months before being first discovered.

You must be able to identify the Employee responsible for the Loss.

Where You are unable to identify the specific Employee whose act or conduct has given rise to the Loss We will Cover You for any Loss:

**Provided that:**

You prove to Our reasonable satisfaction and at Your own cost that the Loss was caused by the fraudulent or dishonest act or conduct of one or more Employees.

All Losses arising out of any one or more related or unrelated fraudulent or dishonest act committed by any one Employee or group of individuals which contain one common Employee are deemed to have been first discovered when the first such Loss was first discovered by You or anyone acting on Your behalf.

## What is Not Covered

**We will not Cover You for:**

- a. Loss arising from any act of fraud or dishonesty or dishonest conduct committed by any Employee after discovery by You or anyone acting on Your behalf after You or they had reasonable cause for suspicion of any act of fraud or dishonesty or dishonest conduct on the part of that Employee;
- b. Loss arising from any act of fraud or dishonesty or dishonest conduct committed by any member of Your Family;
- c. any part of any Loss arising from or proven or quantified through inconsistencies in any accounting records, or inventory or stocktaking calculations or shortages resulting from clerical or accounting errors; or
- d. Consequential Loss of any kind.

# Section – Employee Dishonesty (continued)

## Basis of Settlement

For:

- a. Loss of Money We will pay You the amount of Your Loss;
- b. Business Contents, Business Stock and/or Business goods We will, at Our option:
  - > pay the amount necessarily and reasonably payable to reinstate, repair or replace the Business Contents, Business Stock or Business goods at the time of its/ their reinstatement, repair or replacement, including replacement with similar property, to a condition equal to but not better or more extensive than its/ their condition when new; or
  - > by agreement with You pay You the Indemnity Value of the Business Contents, Business Stock or Business goods:

### Provided that:

- i. any amount We pay You will be reduced by the sum of all monies, including salary, commission, assets or other entitlements to which an Employee who caused the Loss would have been entitled but which You have retained or are entitled to retain at law; and
- ii. Money and Business Contents, Business Stock and/or Business goods, if recovered in whole or in part will belong to Us subject to Your right to reclaim such property upon repayment of any amount paid by Us.

Our maximum liability under this Section in respect of:

- a. any one claim will be limited to the Limit per Employee any one Period of Cover amount stated in the Schedule;
- b. all claims relating to any one Employee during the Period of Cover will be limited to the Limit per Employee any one Period of Cover amount stated in the Schedule; and
- c. all claims in the aggregate during the Period of Cover will be limited to the Employee Dishonesty Sum Insured stated in the Schedule.

## Additional Benefits

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

## Claims Preparation Costs

We will Cover You for professional fees and other expenses reasonably and necessarily incurred by You for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one Loss and all Losses in the aggregate during the Period of Cover will be limited to:

- a. ten per-cent (10%) of the Employee Dishonesty Sum Insured stated in the Schedule; or
- b. \$25,000;

whichever is the lesser amount:

### Provided that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

## Cost of Recovery

We will Cover You where You sustain a Loss that is greater than the Sum Insured for Employee Dishonesty for costs and expenses necessarily and reasonably incurred by You with Our prior written consent in an attempt to recover the costs of any Loss Covered under this Section from any person responsible for such Loss.

Our maximum liability under this additional benefit for any one Loss and all Losses in the aggregate during the Period of Cover will be limited to:

- a. twenty per-cent (20%) of the Employee Dishonesty Sum Insured stated in the Schedule; or
- b. \$5,000;

whichever is the lesser amount.

## Reinstatement of Cover

The amount by which the Sum Insured for Employee Dishonesty is reduced as a consequence of a claim under this Section will be reinstated from the date of the Loss:

### Provided that:

- i. We will not reinstate the Sum Insured more than once during any one Period of Cover for any Loss that arises out of the act of any one Employee or group of Employees whether or not acting individually or in concert with any other person;
- ii. there is no written request from You or written notice by Us to the contrary; and

# Section – Employee Dishonesty (continued)

- iii. You pay the Premium which We require for the reinstatement of Cover.

## Welfare, Social or Sporting Clubs or Superannuation or Pension Schemes

We will Cover Loss in respect of Money belonging to:

- a. any social, welfare or sporting club formed in connection with Your Business exclusively for the benefit of Your Employees and their immediate families; or
- b. any superannuation or pension scheme formed by You exclusively for the benefit of Your Employees but not including any scheme or similar arrangement administered by a professional funds manager.

- > provide Us with all records and documents which may assist Us in the investigation of the claim, the determination of the Loss and Our or Your right of recovery against any person as a result of the Loss; and
- > to the extent allowed by law, retain all salary, money, entitlements and assets which are the property of any Employee who has committed such acts of fraud or dishonesty or dishonest conduct giving rise to a claim under this Section and You are required to apply such money or property towards minimising any Loss which may be Covered under this Section.

## Conditions – Applying to all of Section – Employee Dishonesty

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

### What You Must Do

- a. Upon the discovery of any acts of fraud or dishonesty or dishonest conduct committed by any Employee or reasonable cause for suspicion thereof, You are required to:
  - > notify Us as soon as reasonably possible of the circumstances of that discovery and/or the Loss;
  - > take all reasonable steps to regain possession of the lost Money, Business Property or Business goods;
  - > take all reasonable steps to prevent further Loss; and
  - > aid the apprehension and prosecution of any Employee or any other person involved in that act of fraud or dishonesty or dishonest conduct for any illegal or criminal offence committed by that person.
- b. You are required to assist Us and cooperate with Us fully in the exercise of Our rights to obtain recovery from the Employee or any other person of any Loss which We have paid or are liable to pay under this Section.
- c. If any claim is made under this Section You are required to:
  - > provide Us with proof to our reasonable satisfaction of any actual or alleged fraud or dishonesty;
  - > report the fraud or dishonesty to the police;

# Section – Machinery and Electronic Equipment Breakdown

**Section – Machinery and Electronic Equipment Breakdown forms part of this Policy only if stated in the Schedule.**

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

## Definitions – Applying to all of Section – Machinery and Electronic Equipment Breakdown

### Boilers, Pressure Vessels and Pressure Pipe Systems

means the permanent structure of Insured Items which are subject to internal steam, gas or fluid pressure (other than atmospheric pressure) including all direct attachments connected to the permanent structure and includes with respect to Boilers the rotating, reciprocating or electrical apparatus attached to them

### Breakdown

means the sudden and unforeseen physical destruction or physical damage resulting from or caused by:

- a. mechanical, hydraulic, electrical or electronic breakdown; or
- b. failure, malfunction or derangement of any nature;

of any machine, device, Computer or any other form of equipment, which requires immediate repair or replacement to enable normal working to continue:

#### but does not include:

any reduction in the functionality, availability or operation of a Computer resulting from causes other than physical damage to any component or part thereof, including but not limited to defect or corruption.

### Electronic Data Media

means the discs, tapes, cards or other materials for storing data used in the computer.

### Electronic Equipment

means all computers, word processors including all ancillary equipment attached thereto, software, other electronic equipment and associated air conditioning equipment as stated in the Schedule as Insured Items.

### Indemnity Period

means the period stated in the Schedule commencing from the date of the Breakdown and ending not later than:

- a. the last day of the Indemnity Period during which period the costs of continuing to conduct the Business shall be affected as a consequence of the Breakdown; or
- b. the date when the costs to conduct the Business as a result of the Breakdown are no longer affected;

whichever occurs first.

### Machinery

means electrical and mechanical items including electronic and other integral parts of the item including Boilers, Pressure Vessels and Pressure Pipe Systems.

## Definitions – Applying to Part A – Machinery

### Insured Item means:

#### Unspecified Machinery

any items of Machinery that are not specifically Covered as Specified Items and stated in the Schedule **but excluding** any Unspecified Machinery or item exceeding \$100,000 new replacement value; and

#### Specified Items

any items of Machinery specifically stated as Covered in the Schedule.

## Definitions – Applying to Part B – Electronic Equipment

### Insured Item means:

#### Unspecified Electronic Equipment

any items of Electronic Equipment that are not specifically Covered as Specified Items and stated in the Schedule **but excluding** any Unspecified Electronic Equipment or item exceeding \$100,000 new replacement value; and

#### Specified Items

any items of Electronic Equipment specifically stated as Covered in the Schedule.

# Section – Machinery and Electronic Equipment Breakdown (continued)

## Part A – Machinery

**Part A – Machinery forms part of the Cover provided under this Section only if stated in the Schedule.**

### What is Covered

We will Cover You for costs necessarily and reasonably incurred to repair or replace Machinery Covered as Unspecified Machinery or Specified Items following Breakdown which occurs during the Period of Cover whilst the Insured Item is:

- a. within the Location of Risk; and
- b. working, at rest or being dismantled, moved, reassembled or reinstalled for the purpose of cleaning, adjustment, inspection, repair, overhaul or relocation but only after completion of successful initial commissioning at the Location of Risk.

### What is Not Covered

**We will not Cover** You under this Part A for:

- a. the cost of:
  - > replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, TX valves, cutting blades, crushing surfaces, parts made of glass, porcelain or ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media;
  - > replacement of unserviceable component parts worn through normal machine operation;
  - > adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment; or
  - > replacement of refractory or brickwork forming part of an Insured Item;

unless such cost is necessary as part of the rectification of Breakdown not otherwise excluded under this Part A; or

- b. the cost of:
  - > maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments;
  - > alteration, additions, improvements or overhauls whether carried out in the course of repairs or as a separate operation;

- > modification or alteration of an Insured Item to enable it to operate with a more ozone-friendly refrigerant gas as required by the UNEP (United Nations Environment Programme) Montreal Protocol with respect to substances which deplete the ozone layer, unless conversion is necessitated by Breakdown;
- > replacement or repair, caused by gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
- > replacement of lighting equipment, reticulated electrical wiring, reticulated liquid and gas piping and ducting;
- > repair of scratches, chipping or discolouration to painted or polished surfaces, unless resulting from Breakdown;
- > repair of slowly developing deformation, distortion or fatigue of any part;
- > repair of blisters, laminations, flaws or grooving even when accompanied by leakage;
- > repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections which are defective or leaking;
- > repairs to shaft keys requiring tightening, fitting or renewal;
- > Damage caused by the movement of foundations, masonry or brickwork; or
- > removal or installation of underground pumps and well casings. However, unless specifically stated in the Schedule this exclusion shall not apply to submersible pumps.

**We will not Cover** You under this Part A for:

- a. Breakdown to any Insured Item being moved if such Breakdown is caused by dual lifting;
- b. anything to the extent You are entitled to recover the costs of labour or parts under a maintenance agreement, warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant item or any other person or entity; or
- c. Consequential Loss of any kind.

# Section – Machinery and Electronic Equipment Breakdown (continued)

## Part B – Electronic Equipment

**Part B – Electronic Equipment forms part of the Cover provided under this Section only if stated in the Schedule.**

### What is Covered

We will Cover You for costs necessarily and reasonably incurred to repair or replace Electronic Equipment Covered as Unspecified Electronic Equipment or Specified Items following Breakdown which occurs during the Period of Cover whilst the Insured Item is:

- a. working or at rest;
- b. being dismantled or moved for the purpose of cleaning, inspection, overhaul, repair or relocation or during such operations themselves or whilst being subsequently re-erected at the Location of Risk; or
- c. being moved to or from any service contractor away from the Business Premises but within Australia.

### What is Not Covered

**We will not Cover** You under this Part B for:

- a. Damage to Electronic Data;
- b. Breakdown of Electronic Equipment or any part of Electronic Equipment where such Breakdown occurs prior to or until after the completion of successful initial testing and commissioning of such Electronic Equipment or any part thereof;
- c. Breakdown caused by atmospheric conditions, moisture or change in temperature unless directly resulting from Damage to or malfunction of an Insured Item of air conditioning equipment;
- d. the cost of:
  - > replacement of expendable items such as batteries, valves, x-ray and picture tubes, belts, chains, tapes, cards, ribbons, filters, tubes, electric heating elements or electrical contacts; or
  - > replacement of component parts worn through normal use or operation;

unless such costs are necessary as part of the rectification of Breakdown not otherwise excluded under this Part B;

- e. the cost of:
  - > maintenance work;
  - > alterations, additions, improvements or overhauls whether carried out in the course of repairs or as a separate operation;
  - > replacement or repair following gradual deterioration, rust, corrosion, erosion, oxidation or scale formation; or
  - > repairs of scratches to painted or polished surfaces unless resulting from Breakdown;
- f. anything to the extent You are entitled to recover the costs of labour or parts under a maintenance agreement or warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant Insured Item or any other person or entity:

#### **Provided that:**

this exclusion f. will not apply to optional additional benefit 'Additional Increased Cost of Working';

- g. Breakdown caused by Computer Viruses or other disruptive programming techniques; or
- h. Consequential Loss of any kind.

### What is Not Covered – Exclusions applying to all of Section – Machinery and Electronic Equipment Breakdown

**We will not Cover** You under this Section for any Loss or Damage to Equipment which is or could be Covered under:

- > Section – Business Property;
- > Section – Theft; or
- > Section – General Property;

whether or not Cover for those Sections are stated in the Schedule.

**We will not Cover** You for any claim under this Section for Damage directly or indirectly arising out of or in any way connected with:

- a. chemical explosion other than explosion of flue gas in a Boiler; or
- b. movement of foundations caused or contributed to by:
  - > vibration, heaving, creeping, shrinking, settling, or expansion of foundations or supports of Business Property;



# Section – Machinery and Electronic Equipment Breakdown (continued)

- > erosion, subsidence or earth movement unless caused suddenly by any cause Covered under this Section; or
- > collapse of Business Property unless caused suddenly by any cause Covered under this Section;
- c. intentional or malicious damage; or
- d. the carrying out of tests involving abnormal stresses, including the intentional overloading of any Insured Item.

## Basis of Settlement – Part A and Part B

In the event of Breakdown Covered under Part A or Part B of this Section to an Insured Item of Machinery or Electronic Equipment We will:

- a. pay the reasonable cost of repair or replacement necessary to return the Insured Item to its former state; or
- b. by agreement with You pay You the Indemnity Value of the Insured Item of Machinery or Electronic Equipment at the time of the Breakdown.

When We pay the reasonable cost of repair or replacement necessary to return the Insured Item to its former state of operation We will also include:

- a. the cost of dismantling, re-erection, cleaning up and removal of debris;
- b. charges for overtime and work on public holidays where necessarily and reasonably incurred;
- c. freight within Australia by any recognised scheduled service;
- d. overseas freight by any recognised scheduled service and/or overseas labour;
- e. the on-site cost of parts including the replacement of refrigerant lost from an Insured Item as a result of the Breakdown;
- f. the cost of temporary repairs and/or hire of a temporary replacement item during the time taken to repair Breakdown to any Insured Item; and
- g. any customs duties and dues:

### Provided that:

- i. Our maximum liability for the total of all costs in clauses b., c., d. and e above will be limited to fifty (50%) percent of the normal cost of repair payable in respect of the Insured Item Covered under Part A or Part B of this Section;
- ii. in respect of Electronic Equipment Covered under Part B of this Section no deduction will be made for depreciation of parts replaced except for:

- > valves, tubes (including picture and x-ray tubes) and light sources for which We will deduct a proportion of the replacement cost of these items being the proportion which the period of use up to the time of failure bears to the normal service life expected by the manufacturer or supplier; and
- iii. any Insured Item of Machinery or Electronic Equipment affected by Breakdown which can be repaired must be repaired however should the item be uneconomical to repair due solely to the nature of the Breakdown Our liability will be limited to:
  - > the cost of replacement of the Insured Item by an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the Insured Item when new; or
  - > the Sum Insured stated in the Schedule for the Insured Item;

whichever is the lesser amount:

### Provided that:

We shall not be required to replace the Insured Item exactly, but only as circumstances permit.

The value of any salvage of any Insured Item will be deducted from any amount payable under this Section.

The amount of each claim payable under either of Part A or Part B of this Section shall be reduced by the amount of the Excess stated in the Schedule.

Our maximum liability under this Section for any one claim will be limited to the Sum Insured stated in the Schedule for:

#### Part A – Machinery

- a. Unspecified Machinery; or
- b. Specified Items;

or

#### Part B – Electronic Equipment

- a. Unspecified Electronic Equipment; or
- b. Specified Items.

## Additional Benefits – Applying to Part A and Part B

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

# Section – Machinery and Electronic Equipment Breakdown (continued)

## Additional Items

If You hire or purchase and commission at Your Business Premises any items similar to items already Covered under this Section We will Cover such items under this Section in respect of the same Cover as for similar items already Covered under this Section:

### Provided that:

- i. You give Us written notice within ninety (90) consecutive days of the hire or purchase and commissioning of the item(s) and pay the appropriate additional Premium as We may require;
- ii. without Our prior written consent We will only Cover such additional items for a period:
  - > to the next expiry date of the Period of Cover; or
  - > not exceeding ninety (90) consecutive days from the date of their hire or purchase and commissioning;whichever is the earlier date;
- iii. the items are, as far as You are aware, suitable for service, free from material defect and in sound working condition;
- iv. **We will not Cover** any such items until they have been successfully commissioned and all relevant statutory provisions for inspection and certification have been fulfilled; and
- v. the Sum Insured and Excess stated in the Schedule shall be the same for such additional items as for similar items already Covered under this Section.

## Claims Preparation Costs

We will Cover You for the professional fees and other expenses necessarily and reasonably incurred by You with Our prior written consent, and which are not otherwise recoverable, for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000:

### Provided that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

## Inflation Protection

The Sum Insured on items of Machinery and Electronic Equipment shall at the time of any Breakdown for which We pay a claim under this Section be increased according to the government published Consumer Price Index by the proportion which the number of days since the commencement of the Period of Cover shall bear to the whole of the Period of Cover.

## Professional Fees

We will cover You for the cost of consulting engineers fees (excluding fees or expenses for preparing a claim under this Section) necessarily and reasonably incurred by You with Our prior written consent to reinstate, repair or replace Machinery or Electronic Equipment which have been affected by Breakdown.

Where the Sum Insured is exhausted by the payment of a claim under this Section We will pay an additional amount not exceeding \$5,000 in respect of this additional benefit.

## Optional Additional Benefits – Part A – Machinery

The following optional additional benefits apply only if You have selected the optional additional benefit Cover and paid any additional Premium applicable. The optional additional benefit and the Sum Insured for that benefit will be stated in the Schedule.

### Deterioration of Business Stock in Cold Storage

We will Cover You for Damage to Business Stock while contained in the cold storage spaces cooled by the Insured Items and caused by deterioration or putrefaction as a result of:

- a. Breakdown to the refrigeration machinery;
- b. operation of or failure to operate controls or protective devices within the refrigeration machinery **but excluding** Damage caused by the manual operation or manual setting of controls or protective devices;
- c. contamination of the stored Business Stock by the accidental escape of refrigerant into the cold chamber;
- d. sudden leakage of refrigerant from the refrigeration machinery or pipe systems forming part of the refrigeration machinery occurring during the Period of Cover at the Situation; or
- e. sudden and unforeseen failure of the public power supply.

# Section – Machinery and Electronic Equipment Breakdown (continued)

If deterioration or putrefaction occurs or is likely to occur to such Business Stock by any of the above causes in clauses a., b., c., d. or e. above We will pay any reasonable expenses incurred by You to prevent or minimise the Damage to Business Stock.

We will pay for the cost of replacement of the lost or Damaged Business Stock calculated immediately prior to the Damage occurring or the contracted price from Your usual customer whichever is the higher amount:

**Provided that:**

**We will not pay** for any:

- i. Business Stock or goods that are obsolete;
- ii. Loss or Damage due to shrinkage, inherent defects or diseases;
- iii. Loss or Damage caused by improper storage, collapse of the packing material or storage structure;
- iv. penalties or delay or detention or Consequential Loss or Damage or liability of any nature whatsoever;
- v. Loss or Damage following loss of public power supply due to:
  - > the deliberate act of any public power supply authority unless performed for the sole purpose of safeguarding life or protecting a part of the supply system;
  - > the decision by any public power supply authority to restrict or withhold supply excepting a scheme of rationing necessitated by Damage to any part of the supply system; or
  - > shortage of power generation fuel or water; or
- vi. Loss or Damage arising from any of the exclusions stated in What is not Covered contained in this Part A.

Our maximum liability under this optional additional benefit for any one claim will be limited to the Deterioration of Business Stock in Cold Storage Sum Insured stated in the Schedule.

## Seasonal Increase – Deterioration of Business Stock in Cold Storage

We will Cover You for Loss or Damage otherwise Covered under this Section for seasonal increase in the wholesale value of Your Business Stock during the periods:

- a. commencing eight (8) weeks prior to and including Christmas Day and finishing three (3) weeks after Christmas Day; and
- b. commencing six (6) weeks prior to and including Easter Tuesday and finishing one (1) week after Easter Tuesday; or

any other Period stated in the Schedule.

Our maximum liability under this optional additional benefit for any one claim will be limited to fifty per-cent (50%) of the Sum Insured stated in the Schedule for Deterioration of Business Stock in Cold Storage.

## Optional Additional Benefits – Part B – Electronic Equipment

The following optional additional benefits apply only if You have selected the optional additional benefit Cover and paid any additional Premium applicable. The optional additional benefit and the Sum Insured for that benefit will be stated in the Schedule.

### Additional Increased Cost of Working

We will Cover You for any additional costs of operating Your Business directly resulting from interruption or interference to Your Business but only if the interruption or interference is solely as a result of Breakdown to Electronic Equipment covered under this Part B:

**Provided that:**

We shall only Cover You for the additional expenditure incurred during the actual period of interruption **but not exceeding** the Indemnity Period stated in the Schedule.

We will pay You for the additional expenditure incurred over and above the normal expenses which would have been incurred by You for the operation of Your Electronic Equipment by the use of substitute equipment to maintain normal operation of Your Business during the interruption up to the Sum Insured stated in the Schedule, including:

- a. the actual hire charges incurred for the rental of substitute equipment; and
- b. the cost of additional personnel and transport expenses incurred with the use of substitute Electronic Equipment.

We will deduct from the amount payable by Us any sum saved during the period of the interruption in respect of charges and expenses of Your Business which may cease or be reduced as a result of the Breakdown including any such savings occurring by reason of the interruption of the normal operation of the electronic operation of the Electronic Equipment.

**We will not pay** for:

- a. any costs incurred during the first forty-eight (48) hours following the Breakdown;
- b. the costs incurred during:
  - > interruption due to the carrying out of alterations, additions or improvements to the Electronic Equipment;

# Section – Machinery and Electronic Equipment Breakdown (continued)

- > interruption due to the carrying out of cleaning, adjustment, inspection or maintenance of the Electronic Equipment; or
- > the extension of any interruption due to any measure, restriction or regulation imposed by any government, public or local authority; or
- c. additional costs incurred where the period of interruption otherwise applicable is increased beyond four (4) weeks due to delay in the repair or replacement of items manufactured outside Australia where such delay results from:
  - > measures, restrictions or regulations imposed by any government, public or local authority;
  - > the time required to procure replacement parts or complete items in overseas markets;
  - > the time required to transport or ship component parts or complete items between the Business Premises and any overseas place of repair or replacement; or
  - > the time required to engage and transport overseas specialists or consultants to assist in or supervise local repairs.

Our maximum liability under this optional additional benefit for any one claim will be limited to the Sum Insured stated in the Schedule for Additional Increased Cost of Working.

## Electronic Data and Electronic Data Media Reconstruction

We will Cover You for Loss or Damage to the Electronic Data and Electronic Data Media caused solely as the result of Breakdown Covered under this Part B to an Insured Item.

We will also Cover You under this optional additional benefit in circumstances which would give rise to Cover under Part A of this Section, for restoration of lost information which results from Breakdown of an Electronic Data processing system which:

- a. is not owned by You;
- b. You are not responsible to insure; and
- c. is being used by You at the time the Loss or Damage to that system occurs:

### Provided that:

We will only Cover You under this optional additional benefit for Electronic Data Media when:

- i. the insured Electronic Data Media is:
  - > at the Location of Risk;
  - > at a media storage situation;

- > temporarily at an alternative situation for processing purposes; or
- > in Transit between any of these situations; and
- ii. the Breakdown happens during the Period of Cover stated in the Schedule.

We will pay for:

- a. the actual cost of replacement of Damaged software and Electronic Data Media by new unused materials;
- b. any expenses which can be proved to have been incurred by You solely for the purpose of restoring the Electronic Data by reproduction of data or information in a condition equivalent to that existing prior to the Breakdown and necessary to allow operation of the Insured Item to continue in the normal manner; or
- c. the cost of reproducing Damaged Electronic Data in an updated form if the cost of doing so is no greater than the cost of reinstatement in the original form:

### Provided that:

We shall only be liable for such costs and expenses incurred within a period of twelve (12) months following the Breakdown within the Period of Cover.

We will not pay for:

- a. loss of or distortion of Electronic Data contained on the Electronic Data Media while mounted in or on any machine for use or processing unless such loss or distortion occurs:
  - > at the Location of Risk due to Breakdown of an Insured Item; or
  - > at another situation temporarily for processing purposes due to Breakdown of the Insured Item which would be Covered if the Insured Item were Covered under this Part B;
- b. loss or distortion caused by Computer Virus;
- c. wasting or wearing away or wearing out caused by or naturally resulting from ordinary use or working or gradual deterioration;
- d. Loss or Damage caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from Breakdown of air-conditioning equipment which would be Covered if the equipment were Covered under this Part B;
- e. work undertaken without Our approval other than for minor temporary or provisional repairs;
- f. Loss or Damage in respect of any Insured Item which has been operated without being satisfactorily repaired following Breakdown;

# Section – Machinery and Electronic Equipment Breakdown (continued)

- g. Loss or Damage arising from any of the exclusions stated in What is not Covered contained in this Part B; or
- h. Consequential Loss of any kind.

Our maximum liability under this optional additional benefit for any one claim will be limited to the Sum Insured stated in the Schedule for Electronic Data Reconstruction.

The amount of each claim payable under this optional additional benefit shall be reduced by the amount of the Excess stated in the Schedule.

## Conditions – Applying to all of Section – Machinery and Electronic Equipment Breakdown

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

### Alteration of Risk

You shall notify Us in writing of any intended alterations of or departure from normal working conditions which You know, or a reasonable person in the circumstances could be expected to know, would materially increase the risk of Damage to Insured Items.

### Cessation of Cover Following Loss or Damage

The Cover provided under this Section will cease for any Insured Item which has sustained Damage and is then operated unless it has been repaired properly and without delay.

### Due Care

Nothing contained in this Section or in any other provision of this Policy will relieve You of any obligation to take reasonable steps to ensure that the operation of the Insured Items is at all times carried out so as to minimise the risk of any claim being made under this Policy.

### Newly Installed Items

At the end of each Period of Cover You shall furnish Us with details of any items newly installed or items which have been deleted from Your Business' books of account during the Period of Cover.

Any additional or return Premium shall be calculated corresponding to the type and value of the additional or deleted item and the Period of Cover from the time of completion of the successful commissioning of the additional item or date of disposal of the deleted item.

Our maximum liability for all additional items will not exceed a cost greater than fifty per-cent (50%) of the total Sum Insured for all Insured Items as stated in the Schedule.

## Claims Conditions – Applying to all of Section – Machinery and Electronic Equipment Breakdown

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section

### Obsolete or Unavailable Components or Parts

Where components, parts or manufacturer's specifications are obsolete or no longer available the Basis of Settlement will be the cost price at the time such component, part or manufacturer's specification was last available, adjusted by an amount We estimate to reflect general inflationary costs since that time.

### Repair Procedure

Upon notification of any Loss or Damage being given to Us You may carry out repairs or make good any minor damage but in all other cases You are required to give Us or Our representative an opportunity to inspect the Loss or Damage before any repairs or alterations are effected.

If no inspection is carried out by Us or on Our behalf within a period of time which is reasonable having regard to the Location of the Risk, weather conditions and/or other relevant factors You may proceed with such repairs or replacement.

### Preservation of Damaged Parts

In the event of any Breakdown which might give rise to a claim under this Section You are required to preserve the parts affected and make them available for inspection by Us or Our representative.



# Section – Glass

**Section – Glass forms part of this Policy only if stated in the Schedule.**

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Breakage, Broken

means a fracture extending through the entire thickness of the Glass but not any other damage or disfiguration.

### Glass

means External Glass and Internal Glass defined as:

#### External Glass

fixed glass, porcelain and perspex or plastic material used in external windows, skylights and doors and external Signs forming part of the Buildings at the Business Premises; and

#### Internal Glass

fixed glass, porcelain and perspex or plastic material used in internal windows, internal doors, partitions, counters, shelves, showcases, display cabinets, mirrors (other than hand mirrors), sinks, wash basins and sanitary ware and Signs whilst within the Buildings at the Business Premises.

### Signs

means glass, plastic or perspex material that forms part of a sign, including illuminated signs.

## What is Covered

We will Cover You for the replacement of:

- a. External Glass where External Glass is Covered under this Section; and/or
- b. Internal Glass where Internal Glass is Covered under this Section;

owned by You or for which You are legally responsible and which suffers Breakage which occurs at the Business Premises during the Period of Cover.

We will also Cover You for malicious Damage to External Glass even where there is no Breakage of External Glass.

## What is Not Covered

**We will not Cover** You for Breakage:

- a. caused by or arising from:
  - > fire, lightning, explosion or implosion;
  - > earthquake, subterranean fire or volcanic eruption;
  - > water, wind, hail, storm, cyclone or rainwater; or
  - > impact by Vehicles, animals, Aircraft or articles dropped therefrom;
- b. Flood unless optional additional benefit Flood is specifically stated in the Schedule as being Covered under this Policy under Section – Business Property;
- c. of Glass that forms part of Your Business Stock or goods;
- d. of portable or hand-held glassware, crystal, crockery, porcelain or china;
- e. of imperfect Glass;
- f. of Glass which is chipped, scratched or in poor condition when the Period of Cover commences; or
- g. of Glass forming part of any glasshouse, conservatory, radio, television screen or computer screen.

**We will not Cover** You under this Section for Consequential Loss of any kind other than as Covered under Section – Business Interruption.

## Basis of Settlement

We will, at Our option:

- a. replace the Broken Glass, including the cost of installation, with glass of the same type and quality as that which was Broken or, if required, to the higher minimum specifications required to comply with the current standards published by Standards Association of Australia or by any legislation in Australia;
- b. pay the cost of replacing the Broken Glass including the cost of installation; or
- c. replace or repair External Glass which has been Damaged by a malicious act.

### External Glass

When External Glass is Covered under this Section We will also Cover You for the costs of:

- a. replacing sign writing, ornamentation, burglar alarm tapes or wiring, shatter resistant or reflective film and sun filtering film that was affixed to the Broken Glass;

## Section – Glass (continued)

- b. temporary shuttering, boarding-up or other protection reasonably necessary for the safeguarding and security of the Business Premises, Business Contents or Business Stock pending replacement of the Broken Glass;
- c. removing and refitting fixtures and fittings to allow access for re-glazing; and
- d. repairing or replacing damaged window frames, door frames and tiled shop fronts and frames for Signs;

which have become necessary as a result of the Breakage of the Glass.

### Internal Glass

When Internal Glass is Covered under this Section We will also Cover You for the costs of repairing or replacing frames for counters, showcases, display cabinets and internal Signs that become necessary as a result of the Breakage of the Glass.

We will also pay the necessary and reasonable costs for after-hours and overtime service by repairers, express delivery and overtime charges to repair or replace Broken Glass or Signs.

### Additional Benefits

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit.

### Claims Preparation Costs

We will pay the professional fees and other costs necessarily and reasonably incurred by You with Our prior written consent for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000:

#### Provided that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### Damage to Business Contents or Business Stock

We will Cover You for Damage to:

- a. Business Contents; and/or
- b. Business Stock;

caused by Broken Glass following the Breakage of Glass where such Breakage constitutes a claim under this Section **but only when** Business Contents or Business Stock are Covered under Section – Business Property of this Policy.

Our maximum liability under this additional benefit for all Claims in the aggregate during the Period of Cover will be limited to the Sum Insured for each of:

- a. Business Contents; and/or
- b. Business Stock;

as stated in the Schedule for Section – Business Property.



# Section – General Property

**Section – General Property forms part of this Policy only if stated in the Schedule.**

## What is Covered

When the Schedule states 'Cover Restricted to Fire, Theft, Collision and Other Perils... No' the Cover provided under this Section will be:

> Cover A – Standard Cover:

otherwise, the Cover provided under this Section will be:

> Cover B – Goods in Transit.

### Cover A – Standard Cover

We will Cover You for loss of or Damage to:

- > Unspecified Business Contents and Business Stock; or
- > Specified Items;

while:

- a. in the normal course of Transit anywhere in Australia by a Vehicle owned or operated by You; or
- b. away from the Business Premises anywhere in Australia; and which occurs during the Period of Cover.

### Cover B – Goods in Transit

We will Cover You for loss of or Damage to:

- > Unspecified Business Contents but not including Business Stock; or
- > Specified Items:

while in the normal course of Transit anywhere in Australia by a Vehicle owned or operated by You and caused by:

- a. fire, lightning, explosion or malicious damage;
- b. theft resulting from actual visible forcible and violent entry to the locked Vehicle or to the locked portion of the Vehicle containing Your Business Contents and/or Specified Items; or
- c. collision, overturning or other damage to the conveying Vehicle;

and which occurs during the Period of Cover.

## What is Not Covered – Exclusions applying to all of Section – General Property

**We will not Cover** You under this Section for loss of or Damage to:

- a. Business Contents or Specified Items at the Business Premises;
- b. Business Contents or Specified Items whilst at any alternative premises for which Cover is provided under either of Section – Business Property or Section – Theft;
- c. Business Contents or Specified Items which are or could be Covered under any other Section of this Policy;
- d. Business Contents or Specified Items in the custody or possession of a professional carrier or a common carrier;
- e. Business Contents or Specified Items from a Vehicle which is not securely locked unless the Vehicle is situated within securely locked premises at the time the loss or Damage occurs;
- f. Equipment following Breakdown as defined and Covered or which could be Covered under Section – Machinery and Electronic Equipment Breakdown;
- g. Money;
- h. Vehicles;
- i. livestock;
- j. jewellery, watches, furs, antiques, paintings, works of art, precious metals or precious stones or articles composed of any of them; or
- k. cigarettes, tobacco, wines, spirits or other tobacco products or alcoholic beverages unless stated in the Schedule and then only to the limit of the Sum Insured stated in the Schedule.

**We will not Cover** You under this Section for loss or Damage caused by or arising from:

- a. theft by any of Your Employees whether acting alone or in collusion with others;
- b. faulty materials or faulty workmanship;

#### Provided that:

this clause b. shall only apply to the part first and immediately affected and does not extend to subsequent Damage to other parts of the Business Property occasioned by a cause which is not otherwise excluded under this Policy;

- c. Business Property not being used by You in accordance with the manufacturer's instructions;

# Section – General Property (continued)

- d. Business Property being constructed, erected, altered, manufactured, cleaned or repaired;
- e. Business Stock inventory shortage or disappearance arising from accounting or clerical errors;
- f. explosives, petroleum products or gas of any kind;
- g. delay in delivery or loss of market;
- h. collision or contact by the conveying Vehicle with roadway curbing, road humps, traffic islands and similar protuberances or uneven road surfaces; or
- i. shortage in the supply or delivery of Business Property to You.

## Wear, Tear or Inherent Defect

**We will not Cover** You under this Section for loss of or Damage to Business Property caused by or arising from:

- a. vermin or moths, termites and other insects, mice, rats or birds, including eating, chewing, clawing or pecking by them;
- b. inherent defect or inherent vice;
- c. gradual deterioration, wear and tear, normal up-keeping or making good;
- d. rust, corrosion, oxidation, erosion, scale formation, dampness, mould, mildew, rotting, disease, Pollutants or industrial fallout, contamination, wet or dry rot, fading, flaws, stain, scratching or marring;
- e. change of colour or change in flavour, texture or finish;
- f. loss of weight or loss of volume; or
- g. variations in temperature, variation in humidity or variation in controlled atmosphere or evaporation:

### Provided that:

this exclusion shall not apply to subsequent loss of or Damage to Your Business Property occasioned by any cause referred to in clauses a. to g. of this exclusion.

**We will not Cover** You for:

- a. any legal liability of whatsoever nature; or
- b. Consequential Loss of any kind other than as Covered under Section – Business Interruption.

## Basis of Settlement – Cover A – Standard Cover

We will, at Our option:

- a. repair or replace Your lost or Damaged Business Contents or Specified Items to a condition equal to but not better or more extensive than its/their condition when new; or

- b. replace the Business Contents or Specified Items with a new item that has the same features or that are nearly the same as (but not less than) the Business Contents or Specified Items being replaced; or
- c. by agreement with You pay You the Indemnity Value of the Business Contents or Specified Items at the time the loss or Damage occurred.

The amount We will pay to repair or replace the Business Contents or Specified Items will include the necessary and reasonable cost of:

- a. transport or freight within Australia by any recognised scheduled service; and
- b. charges for overtime and work on weekends and public holidays where necessarily and reasonably incurred:

### Provided that:

- i. in the case of Business Stock **We will not pay** You any allowance for profit;
- ii. We shall not be required to replace exactly any insured item but only so far as circumstances reasonably permit;
- iii. the value of any salvage of any property, or parts thereof, will be deducted from any amount payable; and
- iv. where parts, components or manufacturer's specifications are unavailable due to an insured item being obsolete or discontinued We will pay the cost which is necessary and reasonable to replace the insured item with another item of the nearest equivalent performance and/or function.

Our maximum liability under Cover A - Standard Cover for any one claim will be limited to the Sum Insured stated in the Schedule for each of:

- a. Unspecified Business Contents and Business Stock; and/or
- b. Specified Items.

## Basis of Settlement – Cover B – Goods in Transit

We will pay the value of the goods lost or Damaged.

The value of goods lost or Damaged shall be valued as:

- a. for goods sold – Your invoice value;
- b. for goods purchased – the purchase price as shown on the invoice;
- c. for all other Business Property and other goods We will pay the Indemnity Value of the Business Property or goods.

Our maximum liability under Cover B - Goods in Transit for any one claim will be limited to the any one Conveyance Sum Insured stated in the Schedule.

# Section – General Property (continued)

## **Additional Benefits**

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

### **Claims Preparation Costs**

We will pay the professional fees and other costs necessarily and reasonably incurred by You with Our prior written consent for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000:

#### **Provided that:**

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

# Section – Transit

**Section – Transit forms part of this Policy only if stated in the Schedule.**

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### General Average

means any extraordinary sacrifice or expenditure that is voluntarily and reasonably made or incurred for the purpose of preserving property at risk in a sea voyage.

## What is Covered

When the Schedule states 'Cover Restricted to Fire, Theft, Collision and Other Perils... No' the Cover provided under this Section will be:

> Cover A – Standard Cover:

otherwise, the Cover provided under this Section will be:

> Cover B – Goods in Transit.

### Cover A – Standard Cover

We will Cover You for loss of or Damage to:

- > Business Contents and Business Stock; or
- > Specified Items;

while in the normal course of Transit within Australia.

### Cover B – Goods in Transit

We will Cover You for loss of or Damage to:

- > Business Contents and Business Stock; or
- > Specified Items;

while in the normal course of Transit by a Vehicle owned or operated by You and caused by:

- a. fire, lightning or explosion;
- b. theft resulting from actual visible forcible and violent entry to the locked Vehicle or to the locked portion of the Vehicle containing Your Business Contents, Business Stock or Specified Items; or
- c. collision, overturning or other damage to the Vehicle;

and which occurs during the Period of Cover.

## What is Not Covered

**We will not Cover** You for loss of or Damage:

- a. to refrigerated Business Stock arising from any variation in temperature unless the variation in temperature is directly caused by:
  - > fire or explosion;
  - > collision, jack-knifing, overturning or derailment of the Conveyance;
  - > crashing or forced landing of the conveying Aircraft; or
  - > breakdown resulting in stoppage or malfunction of refrigerating machinery and the subsequent failure to perform its normal refrigeration cycle for more than four (4) consecutive hours;
- b. to Business Contents, Business Stock or Specified Items sent by post unless sent by registered post;
- c. caused by ordinary leakage or ordinary loss in weight or volume;
- d. that arises as a result of Business Contents, Business Stock or Specified Items being worked upon;
- e. to Business Contents, Business Stock or Specified Items caused by electronic, electrical or mechanical failure except where such failure occurs to the Conveyance;
- f. arising from theft of Business Contents, Business Stock or Specified Items if the Conveyance, building, Location of Risk, warehouse or place of storage used during the Transit is not securely locked when unattended;
- g. arising from insufficiency or unsuitability of packing, preparation or stowage of the Business Contents, Business Stock or Specified Items by You or Your Employees;
- h. arising from unfitness of any Conveyance or packaging for the safe carriage of the Business Contents, Business Stock or Specified Items;
- i. as a result of unexplained shortage or disappearance; or
- j. arising from delay, loss of market, depreciation, deterioration or any other consequential cause or loss or profit except as may be Covered under any additional benefit of this Section.

## Basis of Settlement

We will pay the value of the Business Contents, Business Stock or Specified Items lost or Damaged. The value of goods lost or Damaged shall be valued as:

- a. for Business Contents, Business Stock or Specified Items sold – Your invoice value;

## Section – Transit (continued)

- b. for Business Contents, Business Stock or Specified Items purchased – the purchase price as shown on the invoice; and
- c. for all other Business Contents, Business Stock or Specified Items We will pay the Indemnity Value of the Business Contents, Business Stock or Specified Items or goods.

The amount We will pay to repair or replace the Business Contents, Business Stock or Specified Items will include the necessary and reasonable cost of transport or freight within Australia and other incidental costs.

Our maximum liability under this Section for any one claim will be limited to the Limit any one Conveyance amount stated in the Schedule.

### Additional Benefits – Applying to all of Section – Transit

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Limit any one Conveyance stated in the Schedule.

#### Claims Preparation Costs

We will pay the professional fees and other costs necessarily and reasonably incurred by You with Our prior written consent for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to \$25,000:

#### Provided that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

#### On-Forwarding and Transfer

Where Damage to Business Contents, Business Stock or Specified Items which occurs during the Period of Cover is the result of:

- a. any cause not otherwise excluded under this Policy; or
- b. a collision involving or overturning or derailment of the Conveyance;

We will Cover You for the reasonable costs incurred for transferring, storing and/or forwarding Business Contents, Business Stock or Specified Items to a suitable place.

Our maximum liability under this additional benefit for any one claim will be limited to fifteen per-cent (15%) of the Limit any one Conveyance under this Section or \$25,000 whichever is the lesser amount.

#### Removal of Debris

When a claim is payable under this Section We will also pay the reasonable costs incurred to remove, transport and dispose of Business Contents, Business Stock or Specified Items that are subject to the claim provided that You are legally required to bear such costs.

Our maximum liability under this additional benefit for any one claim will be limited to fifteen per-cent (15%) of the Limit any one Conveyance under this Section or \$25,000, whichever is the lesser amount.

### Conditions – Applying to all of Section – Transit

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

#### Benefit of Insurance

**We will not Cover** the carrier or any other bailee of the Business Contents, Business Stock or Specified Items for any benefit under this Section.

#### Claims Procedure

In addition to the general conditions and general claims conditions contained in this Policy, You are required to also:

- a. ensure that delivered containers and seals are examined immediately by a responsible official of the receiver. If the container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification; and
- b. if the Damage was not immediately apparent at the time of delivery, apply immediately for surveys to be performed by the carrier or other person who had charge of the Business Contents, Business Stock or Specified Items to be conducted within three (3) days of delivery.

## Section – Transit (continued)

Your right to claim under this Section will not be adversely impacted where:

- a. packages containing Business Contents, Business Stock or Specified Items, excluding shipping containers, are not opened and unpacked immediately upon receipt into store; and
- b. Damage is only discovered by You when the packages are opened or unpacked:

**Provided that:**

the Damage has been discovered not later than ninety (90) days after the receipt of packages by the receiver.

### General Average and Salvage

If Your Business Contents, Business Stock or Specified Items are being transported by sea between Australian ports and General Average is declared, We will Cover Your proportion of the General Average and/or salvage contribution irrespective of the amount insured being less than the contributory value:

**Provided that:**

Our maximum liability will not exceed the Limit any one Conveyance stated in the Schedule.

In the event of a General Average contribution arising under this Section, contact Us before signing any General Average bond.

### Pairs and Sets

In respect of a claim payable under this Section, where any Business Contents, Business Stock or Specified Items consist of articles in a pair or set, **We will not pay:**

- a. more than the value of any particular article of the pair or set which may be Damaged, without reference to any special value which such article or articles may have as part of such pair or set; or
- b. more than a proportionate part of such pair or set.

# Section – Tax Audit

**Section – Tax Audit forms part of this Policy only if stated in the Schedule.**

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Audit

means:

- a. an official examination or inquiry undertaken by an Authority that is authorised to conduct such an examination or inquiry; or
- b. a Record Keeping Audit;

in respect of Your Return relating to Your liability to pay income tax, fringe benefits tax, capital gains tax, goods and services tax, payroll tax, superannuation payments tax, termination payments tax, wholesale tax and sales tax.

### Authority

means the Australian Taxation Office or any statutory taxation authority or agency of an Australian State or Territory.

### Professional Adviser

means:

- a. a qualified and registered accountant, tax agent or tax consultant; and
- b. any other professional adviser engaged by any person listed in clause a. above as a consultant in connection with any Audit:

**but does not mean** You, Your principal or Your Employee.

### Professional Fees

means the fees, costs and disbursements necessarily and reasonably incurred in respect of an Audit that would be payable by You to any Professional Adviser for work undertaken in respect of such Audit:

**but does not include** fees, costs, expenses or other amounts that:

- i. form part of an annual or fixed fee or cost arrangement;
- ii. are ordinarily associated with the preparation of Your Returns, accounts, taxation or financial records;
- iii. are a fine, penalty, tax or duty in nature; or
- iv. are sought under an amended notice of assessment issued by an Authority.

### Record Keeping Audit

means any inquiry or investigation by an Authority aimed at determining the extent of Your compliance with the record keeping requirements of relevant taxation legislation.

### Return

means any documentation legally required to be lodged with an Authority.

## What is Covered

We will Cover You in respect of Your liability to pay Professional Fees that You necessarily and reasonably incur with Our prior written consent in connection with an Audit of Your Business conducted by an Authority:

**Provided that:**

- i. notification of the Audit is first given to You during the Period of Cover and You notify Us of the Audit during the Period of Cover; and
- ii. the Audit arose out of the normal conduct of Your Business.

## What is Not Covered

**We will not Cover** You for Professional Fees that arise from:

- a. an Audit or impending Audit of which You had notice prior to the Period of Cover or after the expiry of the Period of Cover;
- b. a Return lodged outside of Australia;
- c. a Return prepared for or by any natural person, partnership, corporation or other legal entity that ordinarily resides and/or operates outside of Australia;
- d. any legal proceedings or action taken against You or instituted by You;
- e. any actual or alleged reckless, dishonest, fraudulent, criminal or malicious act or omission committed by You or on Your behalf;
- f. any routine enquiries, or enquiries from an Authority that are not preliminary to or related to an Audit of Your Return;
- g. an Audit in respect of a Return that was not prepared or reviewed by a Professional Adviser prior to it being lodged with an Authority;
- h. Your appointment of a Professional Adviser or of Professional Fees You incurred after notification of an Audit to Us without Our prior approval;



# Section – Tax Audit (continued)

- i. an Audit in respect of Your failure or delay in submitting a Return;
- j. an Audit relating to Your participation in any tax avoidance or tax minimisation scheme or arrangement unless the scheme or arrangement has received a prior favourable product ruling from the relevant government agency;
- k. an Audit conducted specifically for the purpose of determining if any fine, penalty or prosecution action should be imposed in connection with any act or omission by You in relation to Your statutory obligation to pay tax; or
- l. work performed after completion of the Audit.

## Basis of Settlement

We will pay the amount of the Professional Fees incurred.

Our maximum liability under this Section for any one Audit and all Audits in the aggregate during the Period of Cover will be limited to the Limit of Liability any one Audit and in the aggregate amount stated in the Schedule.

## Conditions – Applying to all of Section – Tax Audit

If You or any other person or party Covered under this Policy do not comply with these conditions, to the extent Our interests have been harmed by the non-compliance We may:

- > reduce any claim payment; or
- > refuse to pay any claim under this Section.

## Appointment of and Fees for Your Professional Adviser

We shall only provide Cover for Professional Fees incurred with Our prior written consent:

### Provided that:

- i. We reserve Our right at all times to cease paying where there are no longer any reasonable grounds for You to refuse to accept the findings of an Audit;
- ii. at all times the Professional Adviser shall be appointed in Your name and You shall be responsible for the payment of the Professional Fees incurred; and
- iii. You are required to forward copies of invoices or accounts for any Professional Fees incurred with Our prior written consent to Us.

## Access to Your Professional Adviser

We will be entitled to have direct access to Your Professional Adviser at all times and You are required to cooperate fully with Us and keep Us fully informed of all material developments regarding the Audit.

We will be entitled to request You to instruct Your Professional Adviser to provide directly to Us such documents, information and advice that We may reasonably require to determine what, if any, obligation We have to Cover You under this Section.

Where We make such a request We will pay for the costs incurred in having Your Professional Adviser provide such information.

You must not unreasonably refuse to accept the advice of Your Professional Adviser in respect of making or accepting an offer to settle or discontinue the Audit.

## Your Cooperation

You are required to use due diligence and take all reasonably practicable steps to avoid or diminish Our liability under this Section and give all assistance to Your Professional Adviser and to Us as may reasonably be required to enable Your Professional Adviser to advise You and to enable Us to determine Our liability under this Section.

# Section – Public and Products Liability

**Section – Public and Products Liability forms part of this Policy only if stated in the Schedule.**

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Advertising Liability

means any:

- a. libel, slander or defamation;
- b. infringement of copyright, passing off of a title or slogan;
- c. piracy or misappropriation of advertising ideas or style of doing business; or
- d. invasion of privacy;

arising from any advertisement in the course of advertising activities for Your Business.

### Business

means all the activities involved in Your business stated in the Schedule and conducted by You including:

- a. canteen, social club, social sports, welfare, child care, first aid or medical care, fire and emergency services provided for the benefit of Your Employees; or
- b. private work undertaken by Your Employees for any of Your directors or senior executives.

### Claim

means:

- a. a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter-claim or third party or similar party notice served on You seeking compensatory damages and costs; or
- b. a written or verbal demand for compensatory damages and costs made by a third party against You.

### Good Samaritan Acts

means the rendering of or failure to render first aid and assistance in an emergency situation or accident to stabilise an injured person or to prepare the injured person for transfer to a medical facility or other place and where You are in attendance as a bystander or passer-by and where there is no expectation of payment or other reward for the rendering of that first aid or assistance.

### Incidental Contract

means:

- a. any written rental agreement, lease or licence of real property not requiring an obligation to insure such property or to be liable at law regardless of fault; or
- b. any written contract with any entity responsible for the supply of electricity, fuel, gas, water, sewerage, waste removal services or telecommunications other than those contracts in connection with work done for such entities by You.

### Occurrence

means an event or series of events which results in Bodily Injury, Property Damage or Advertising Liability neither expected nor intended by You:

**Provided that:**

- i. all Bodily Injury or Property Damage attributable to continuous or repeated exposure to substantially the same general conditions will be deemed to be one Occurrence; and
- ii. all Advertising Liability arising out of the same injurious material or act regardless of the repetition thereof or the number and kind of media used and/or the number of claimants shall be deemed to be one Occurrence.

### Products Liability

means Your legal liability to pay compensation as Covered under this Policy which arises out of or is connected with Your Products:

**but does not include** Public Liability.

### Property Damage

means:

- a. physical damage to or loss of or destruction of real or tangible property including any resulting loss of use of that property; or
- b. loss of use of real or tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence:

**but does not include** damage to or destruction of or loss of use of Electronic Data.

In the event of a Claim arising from latent damage or from the exposure of tangible property to gradual deterioration and eventual damage, such Property Damage shall be deemed to have occurred on the day such deterioration or damage was first discovered.

# Section – Public and Products Liability (continued)

## Public Liability

means Your legal liability to pay compensation as Covered under this Policy including Advertising Liability which arises out of or is connected with Your Business:

**but does not include** Products Liability.

## Territorial Limits

means the Territorial Limitation stated in the Schedule and subject to general exclusion 'Jurisdiction and Territorial Limits':

**but does not mean** those countries, states or territories which require insurance to be provided by an insurer or organisation licensed in that country, state or territory to provide insurance.

## Tool of Trade

means any Vehicle which has any tool or plant forming part of or attached to the Vehicle or used in connection with any Vehicle while such tool or plant is in operation for the purpose of the Business.

## You, Your, Insured

means:

- a. the person stated in the Schedule as the Insured; and/or
- b. the legal entity stated in the Schedule as the Insured including all of its:
  - > current or former partners, principals, directors, officers and Employees, work experience personnel or volunteers whilst such persons are acting on Your behalf;
  - > prior corporate entities through which it has previously traded;
  - > Subsidiary Companies which were in existence at the commencement of the Period of Cover; and
  - > any principal (other than a Principal of the entity stated in the Schedule as the Insured) in respect of that principal's vicarious liability for the acts, errors, omissions or conduct of any person or entity stated in the Schedule as the Insured in the performance by them of work for that principal under contract **but only to the extent** of the Cover and Limit of Liability provided under this Policy.

## Your Products

means anything (after it has ceased to be in Your possession or legal control) which has been:

- a. sold, supplied or distributed;
- b. grown, extracted, manufactured, processed or produced;
- c. assembled or installed;
- d. constructed or erected; or
- e. altered, repaired, serviced or treated;

by You in the course of Your Business, including its containers, directions, instructions, labels, packaging or advice provided or not provided.

## What is Covered

### Public Liability

We will Cover You for any Claim in respect of Your legal liability to pay compensation for:

- a. Bodily Injury;
- b. Property Damage; or
- c. Advertising Liability;

happening during the Period of Cover and caused by an Occurrence within the Territorial Limits in connection with Your Business:

**but excluding** Products Liability.

### Products Liability

We will Cover You for any Claim in respect of Your legal liability to pay compensation for:

- a. Bodily Injury;
- b. Property Damage; or
- c. Advertising Liability;

happening during the Period of Cover and caused by an Occurrence within the Territorial Limits in connection with Your Products:

**but excluding** Public Liability.

## Defence Costs

Where We agree to provide Cover to You for a Claim under this Section We will also pay in addition to the Limit of Liability the following amounts in respect of that Claim:

# Section – Public and Products Liability (continued)

- a. all Defence Costs;
- b. legal costs awarded against You and any interest accruing after entry of legal judgment but before We have paid or deposited into court that part of any legal judgment which does not exceed the Limit of Liability;
- c. all reasonable expenses necessarily incurred by You for rendering first aid to others at the time of Bodily Injury:  
**but excluding** medical expenses We are prohibited by law from paying;
- d. all reasonable expenses necessarily incurred by You for the temporary repairs, shoring up or protection of property of others that has been damaged as a result of an Occurrence; and
- e. all reasonable Defence Costs incurred by You for Your representation in any coroner's court or court of summary jurisdiction.

## Limit of Liability

### Public Liability

Our maximum liability under this Section for Public Liability in respect of any one Claim will be limited to the Public Liability Limit of Liability any one Claim amount stated in the Schedule.

The Limit of Liability amount for Public Liability is **exclusive of Defence Costs payable** under this Section:

#### Provided that:

- i. We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with such defence once the Limit of Liability amount has been exhausted;
- ii. if a payment exceeding the Limit of Liability for Public Liability has to be made to settle or dispose of a Claim Our liability to pay any amounts under Defence Costs will be limited to that proportion of the total of those Defence Costs amounts as the Limit of Liability bears to the total amount paid to dispose of the Claim; and
- iii. the Limit of Liability amount for Public Liability will not be reduced by the Excess amount payable by You.

### Products Liability

Our maximum liability under this Section for Products Liability in respect of any one Claim will be limited to the Products Liability Limit of Liability any one Claim amount stated in the Schedule.

Our maximum liability under this Section for Products Liability in respect of all Claims in the aggregate during the Period of Cover will be limited to the Products Liability Limit of Liability in the aggregate any one Period of Cover amount stated in

the Schedule or where applicable to the sub-limit stated in the Schedule for any specific Cover under this Section.

The Limit of Liability amount for Products Liability is **exclusive of Defence Costs payable** under this Section:

#### Provided that:

- i. We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with such defence once the Limit of Liability amount has been exhausted;
- ii. if a payment exceeding the Limit of Liability for Products Liability has to be made to settle or dispose of a Claim Our liability to pay any amounts under Defence Costs will be limited to that proportion of the total of those Defence Costs amounts as the Limit of Liability bears to the total amount paid to dispose of the Claim; and
- iii. the Limit of Liability amount for Products Liability will not be reduced by the Excess amount payable by You.

## What is Not Covered – Exclusions applying to all of Section – Public and Products Liability

**We will not Cover** You under this Section for any Claim or Defence Costs or other cost or expense of whatsoever nature for, directly or indirectly arising out of or in any way connected with:

### Advertising Liability

Advertising Liability arising from:

- a. statements made by You or at Your direction with knowledge that such statements are incorrect, false, misleading or deceptive;
- b. breach of contract other than inadvertent misappropriation of advertising ideas;
- c. infringement of a trademark, service mark or trade name on any of Your Products, goods or services sold, offered for sale or advertised:  
**but does not include** infringement of titles or slogans;
- d. a failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
- e. any incorrect description of the price of Your Products, goods or services;
- f. Your advertising, publishing, broadcasting or telecasting activities where Your Business is that of advertising, publishing, broadcasting or telecasting; or
- g. acts committed or alleged to have been committed prior to the Period of Cover.

# Section – Public and Products Liability (continued)

## Asbestos

the existence or presence of asbestos in whatever form or quantity.

## Contract Works

any alteration, renovation or addition work to or of any buildings or structure by You or on Your behalf where the total contract price or estimated commercial value of such works exceeds \$500,000.

## Contractual Liability

liability assumed:

- a. under any contract, warranty, guarantee, indemnity or agreement unless such liability would have attached to You regardless of the existence of the contract, warranty, guarantee, indemnity or agreement; and/or
- b. which is outside the normal conduct of Your Business:

### Provided that:

this exclusion will not apply when such liability:

- i. is assumed under any statutory guarantee of fitness or quality regarding Your Products as required by any legislation in Australia in respect of product safety;
- ii. has been specifically agreed to by Us and stated in the Schedule; or
- iii. in respect of Public Liability Cover only, is assumed under any Incidental Contract.

## Defamation, Libel, Slander

the publication or utterance of a libellous, slanderous or defamatory remark:

- a. made prior to the Period of Cover;
- b. made by You or at Your direction and/or with knowledge of its falsity; or
- c. related to advertising, broadcasting, publishing, telecasting activities or on-line social media activities conducted by You or on Your behalf.

## Employer's Liability

- a. Bodily Injury to any Employee arising out of or sustained in the course of their employment with You;
- b. Bodily Injury to any individual who is deemed to be Your Employee pursuant to any workers' compensation legislation or similar law or who is deemed to be Your Employee at common law;
- c. Bodily Injury to an Employee for which You are indemnified or entitled to be indemnified under any

policy of insurance or self-insurance licence arrangement required to be taken out pursuant to any workers' compensation legislation or accident compensation legislation, whether or not You are a party to such policy;

- d. liability imposed by the provisions of any workers' compensation legislation; or
- e. liability imposed by the provisions of any industrial award, agreement or determination.

## Employment Practices Liability

any wrongful or unfair dismissal, discrimination, harassment of any kind, misleading or deceptive representation, mis-statement, denial of natural justice, defamation, demotion or failure to promote or hire, relating to or in respect of:

- a. the employment; or
- b. the prospective employment;

of any person by You.

## Error in Design

an error or omission in design, plan or specifications or failure of design in Your Products.

## Faulty Workmanship

the cost of performing, re-performing, correcting, improving, rectifying or completing any work undertaken by You or on Your behalf.

## Loss of Use

loss of use of real or tangible property that has not been physically damaged, destroyed or lost as a result of:

- a. a delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- b. the failure of Your Products to meet the level of performance, quality, fitness or durability warranted or represented by You:

### Provided that:

clause b. of this exclusion will not apply to loss of use of other real or tangible property not being Your Products resulting from sudden and accidental physical loss, destruction of or damage to any of Your Products after Your Products have been put to use by any person or organisation other than You.

## Molestation

any alleged or actual assault, abuse, molestation, harassment, interference or discrimination, whether sexual or otherwise, committed, assisted or condoned by You or anyone acting on Your behalf.

# Section – Public and Products Liability (continued)

## Pollution and/or Contamination

- a. the actual or threatened discharge, dispersal, release, seepage, migration or escape of any Pollutant or harmful substance into or upon any property, land, watercourse, body of water or the atmosphere;
- b. costs and expenses incurred in the prevention, removal, nullifying or clean-up of contamination or pollution or harmful substance caused by Pollutants into or upon any property, land, watercourse, body of water or the atmosphere; or
- c. the actual or threatened discharge, dispersal, release, seepage, migration or escape of any contamination, Pollutant or harmful substance occurring in the United States of America, Canada or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada:

### Provided that:

- i. clauses a. and b. above shall not apply where the discharge, dispersal, release or escape of any contamination, pollution or harmful substance was sudden, identifiable, unexpected and unintended and took place in its entirety at a specific time and place; and
- ii. in such circumstances Our total aggregate liability for any one Claim and all Claims Covered under this Section in connection with Pollutants or harmful substances shall not exceed the Limit of Liability amount stated in the Schedule for Public Liability or the Limit of Liability amount stated in the Schedule for Products Liability. **We will not Cover** You for more than one Limit of Liability for all such Claims.

## Product Defect

damage to Your Products if the damage arises from:

- a. any defect contained within Your Products;
- b. Your Products' harmful nature or unsuitability for intended purpose; or
- c. Your Products' inherent ineffectiveness:

### Provided that:

this exclusion shall not apply to any resultant damage to third party goods caused by Your Products that are found to be defective, harmful, unsuitable or ineffective.

## Product Recall

any recall, including but not limited to the withdrawal, inspection, repair, replacement, adjustment, removal, disposal or loss of use of:

- a. any goods or products manufactured, sold, supplied or distributed by You; or

- b. any of Your Products or any other property of which Your Products form a part if Your Products are recalled or withdrawn from the market or from use because of any known or suspected defect or deficiency in Your Products.

## Professional Liability

the rendering of or failure to render professional advice or services or any act, error, omission or conduct connected with such professional advice or service by You:

### Provided that:

this exclusion will not apply in respect of Bodily Injury or Property Damage arising from the rendering or failure to render:

- i. professional advice or service given without charge by You in the conduct of Your Business; or
- ii. Good Samaritan Acts in the course of Your Business.

## Property in Care, Custody or Control

any damage to property owned by, leased or rented to You or property in Your physical or legal control:

### Provided that:

this exclusion will not apply to:

- i. premises leased or rented by You for the carrying on of Your Business;
- ii. premises not owned, leased or rented by You but temporarily occupied by You for the purpose of carrying out work in connection with Your Business;
- iii. property temporarily in Your possession for the purpose of being worked upon however **We will not Cover** You for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work;
- iv. property belonging to Your directors, partners, proprietors, Employees or visitors;
- v. any Vehicle, or the contents thereof, not belonging to You, leased or hired by You or on loan or rented to You or used by You or on Your behalf or in Your custody or control while within a car park owned or operated by You for the purpose of parking;  
**but excluding** any Vehicle or its contents in any part of a car park owned or operated by You or Your Business for fee or reward; or
- vi. any other property, being property not described in clauses i. to v. above, not owned, leased or rented by You but in Your temporary physical or legal control.



# Section – Public and Products Liability (continued)

Our maximum liability under clause vi. above for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Care Custody or Control sub-limit stated in the Schedule.

## Vehicle

Your ownership, possession, or use by You of any Vehicle:

- a. which is registered or required to be registered under any legislation; and
- b. for which compulsory liability insurance or statutory indemnity is required by law whether or not such insurance has been effected or a statutory indemnity provided:

### Provided that:

this exclusion will not apply to:

- i. Bodily Injury:
  - > directly or indirectly arising out of or in any way connected with a Vehicle which does not require to be registered and have compulsory third party insurance or similar statutory indemnity under any legislation;
  - > directly or indirectly arising out of or in any way connected with a Vehicle which is registered under legislation and by legislation is not required to have compulsory third party insurance or similar statutory indemnity and does not have compulsory third party insurance or similar statutory indemnity; or
  - > where the compulsory liability insurance or statutory indemnity does not provide indemnity and the reason why that indemnity is not provided does not involve a breach by You of legislation relating to Vehicles;
- ii. liability caused by or arising out of the delivery or collection of goods to or from any Vehicle or during the loading and unloading of goods to or from any Vehicle; or
- iii. Property Damage to any Vehicle, or the contents thereof, not belonging to You, leased or hired by You or on loan or rented to You or used by You or on Your behalf or in Your custody or control while within a car park owned or operated by You for the purpose of parking:

**but excluding** any Vehicle or its contents in any part of a car park owned or operated by You or Your Business for fee or reward; or
- iv. Bodily Injury or Property Damage caused by or arising out of the use of any Vehicle including any tool or plant forming part of or attached to or used in connection with such Vehicle whilst being operated by You or on Your behalf as a Tool of Trade.

## Vibration, Weakening of Support

Property Damage resulting from:

- a. vibration; or
- b. removal or weakening of, or interference with, support to land, buildings or any other property.

## Additional Benefits

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, the Limit of Liability amount stated in the Schedule.

## Claims Preparation Costs

When We agree to Cover You for a Claim under this Section We will also Cover You for Your necessary and reasonable out of pocket expenses, not including Defence Costs, incurred by You at Our request in the preparation of Your defence to such Claim:

### Provided that:

**We will not reimburse** You for any loss of earnings, salary or other lost remuneration or associated expenses.

Our maximum liability under this additional benefit for any one Claim and for all Claims in the aggregate during the Period of Cover will be limited to \$25,000 unless otherwise stated in the Schedule:

### Provided that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

## Conferences, Training, Teaching

We will Cover You for Your legal liability to pay compensation arising from any Claim for:

- a. Bodily Injury;
- b. Property Damage; or
- c. Advertising Liability;



# Section – Public and Products Liability (continued)

happening during the Period of Cover as a result of an Occurrence within the Territorial Limits in connection with Your attendance at any professional conference, training or teaching facility in connection with Your Business:

**Provided that:**

Cover is provided to the same extent as otherwise available to You under this Section and subject to all of the provisions of this Policy.

## Cross Liabilities

Where more than one legal entity or natural person comprises You under this Section each entity or natural person will be considered as separate and distinct from each other and the word 'You' will apply to each entity and each natural person as if a separate Policy had been issued to each entity or natural person:

**Provided that:**

nothing in this clause will increase Our Limit of Liability in respect of any one Claim or for all Claims in the aggregate happening during the Period of Cover.

## Good Samaritan Acts

We will Cover Your legal liability in respect of any Claim as a result of Good Samaritan Acts happening during the Period of Cover in connection with Your Business.

## Joint Venture Liability

We will Cover You for Your legal liability to pay compensation arising from any Claim for:

- a. Bodily Injury;
- b. Property Damage; or
- c. Advertising Liability;

happening during the Period of Cover as a result of an Occurrence within the Territorial Limits in connection with, caused by or arising out of Your participation in any joint venture in the conduct of Your Business:

**Provided that:**

Cover is provided to the same extent as otherwise available to You under this Section and subject to all of the provisions of this Policy:

**Provided further that:**

**We will not Cover** any of the other joint venture parties.



1300 223 782  
[acerta.com.au](https://www.acerta.com.au)

**Who is the insurer?**

This policy is underwritten by Guild Insurance Limited ABN 55 004 538 863 and AFS Licence Number 233791 trading as Acerta.

Effective date: 27 December 2021

GLD89258 Acerta Business Insurance Policy 12/2021